

POWER OF ATTORNEY  
FOR MASTER NATIONAL BRINK'S INC. CONTRACT

STATE OF MISSOURI)  
COUNTY OF JACKSON) SS.

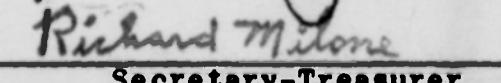
KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, by virtue of authority vested in them by LOCAL UNION NO. 541, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, do hereby constitute, make and appoint the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, 25 Louisiana Avenue, N.W., Washington 1, D. C., the true and lawful attorney-in-fact for said Local Union in its name, place and stead, granting unto aaid attorney-in-fact full, complete and exclusive power and authority to negotiate for and in behalf of said Local Union, a National Master collective bargaining agreement between Brink's Incorporated and its subsidiaries, party of the first part, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and ail Teamster Local Unions in the United States having jurisdiction over employees employed by the Company, party of the second part.

Said attorney-in-fact is further given full, complete and exclusive power and authority to conclude such National Master Agreement, together wth supplements or amendments thereto, as fully and finally as if negotiated and executed by duly authorized agents or officers of said Local Union; provided, however, that such contract shall not become binding and effective upon the Local Union and its members until approved by a majority of the votes cast by the members of the Local Unions covered by such contract.

IN WITNESS WHEREOF we have hereunto set our hands and seals  
this 28th day of January, 1968.

  
Paul Rogers  
President

  
Richard Malone  
Secretary-Treasurer

HEADQUARTERS  
National Agreement-  
Armored Cars -  
Brinks, Inc.

July 2, 1963

Mr. Pete Saffo, Sac.-Treas.  
Teamsters Local Union No. 610  
1641 S. Kingshighway  
St. Louis 10, Missouri

Dear Sir and Brother:

We have your communication of June 28th relating to us the acquisition by Brinks of Armored Car Service, a financially sound concern.

The policy of the Central Conference of Teamsters in respect to seniority rights for members involved in situations such as you relate is that seniority must be dovetailed.

Faternally yours,

James R. Hoffa  
General President

JRH/yh

hjg



MISCELLANEOUS DRIVERS & HELPERS, LOCAL UNION No. 610

1641 S. KINGSHIGHWAY • • ST. LOUIS 10, MISSOURI

TELEPHONE: MOHAWK 4-2800

Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

PETE SAFFO  
SECRETARY-TREASURER

June 28, 1963

Mr. James R. Hoffa, President  
International Brotherhood of Teamsters  
25 Louisiana, N.W.  
Washington 1, D. C.

Dear Sir and Brother:

We are requesting your opinion and recommendations on a matter which Teamsters Local 610 is now involved.

Brink's Incorporated a national concern selling Armored Car Service recently purchased a local company selling Armored Car Service. The Guarantee Service Company of St. Louis was a financially owned concern. Since the purchase June 1, 1963 Brink's is dovetailing Guarantee work with their own work and it is almost impossible to tell which employees are doing shoe work.

Ever since these two companies were organized by Teamsters Local 658, approximately 1947, there is a history of joint negotiations by the companies and the companies signing identical agreements. I might add that our members meet and approved these agreements as one unit. However, the Companies did operate independently and did have separate seniority rosters covering our members.

Now that Brink's has purchased, Guarantee is in control of all the men and work. How do we resolve the problem of seniority for our members?

Do we dovetail the two seniority rosters or do we place the Guarantee men on the bottom of the Brinks seniority roster?

Mr. Jessie R. Hoffs, President  
June 28, 1963  
Page 2-

We would appreciate your opinion on this matter  
and any recommendation you can make.

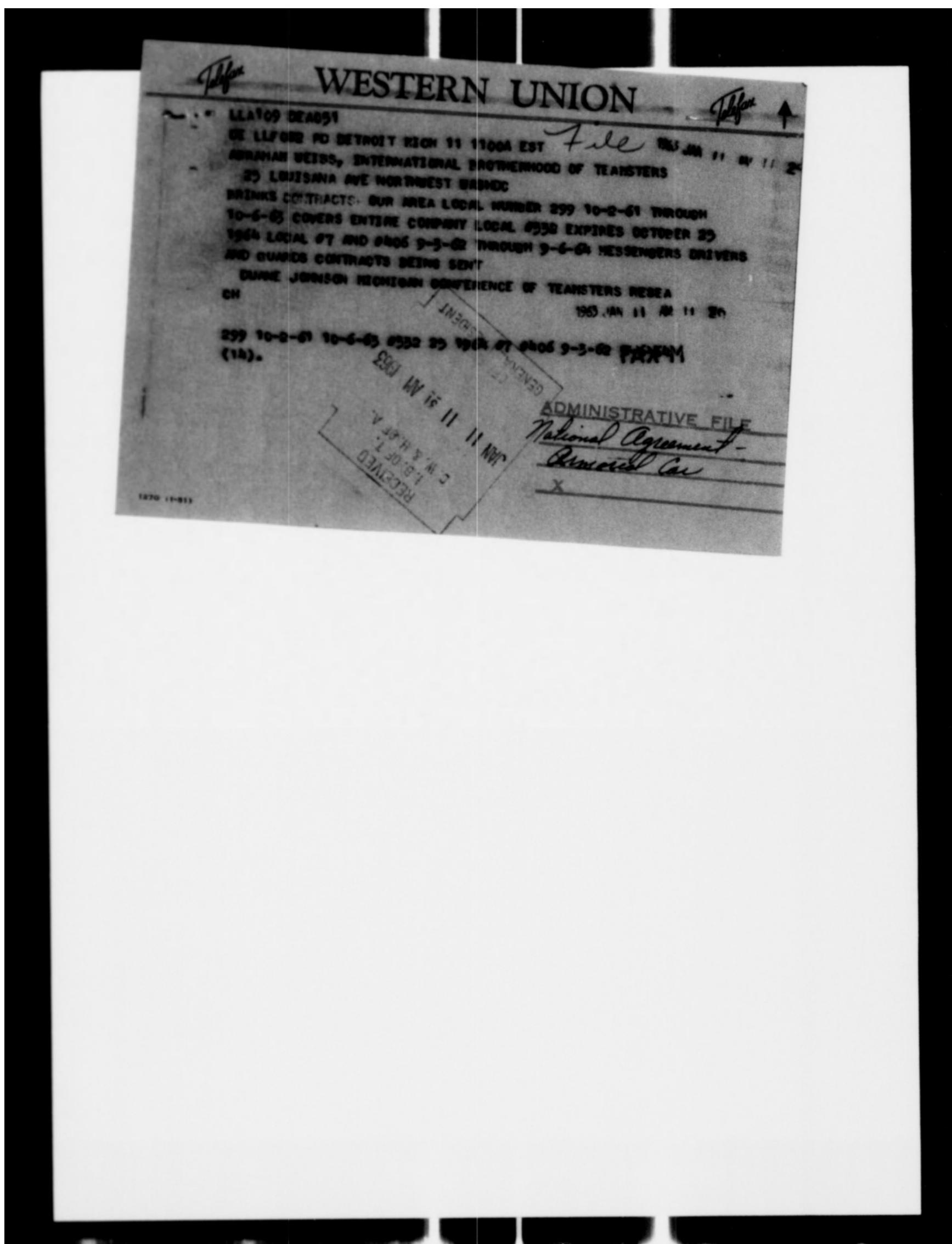
Hoping to hear from you at your earliest convenience.

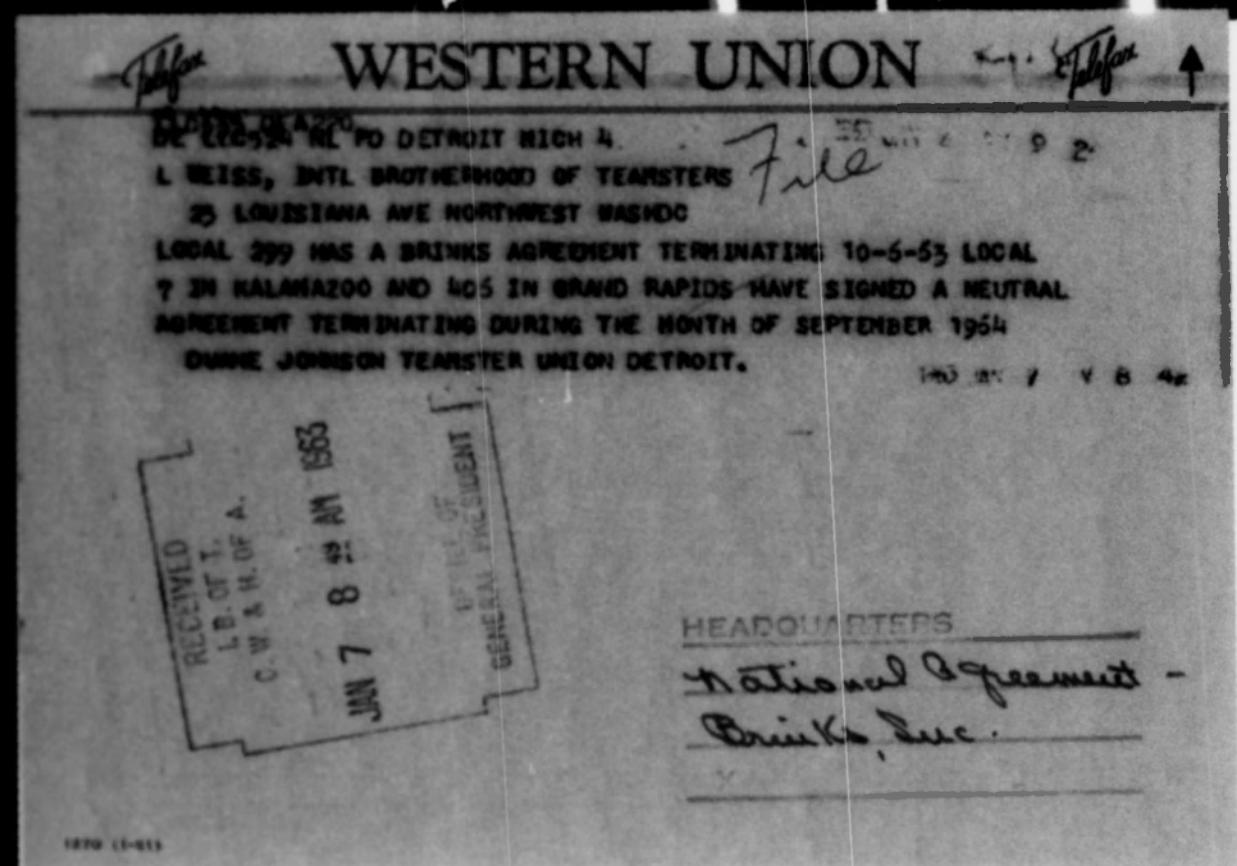
Faternally,

TEAMSTERS LOCAL 610

*Pete Saffo*  
Pete Saffo  
Secretary-Treasurer

PS/lb





HEADQUARTERS

National Agreement -  
Armored Cars

October 3, 1962

Mr. Roland McMaetars, Sec.-Treas.  
Teamsters Local Union No. 299  
2741 Trumbull Avenue  
Detroit, Michigan

Dear Sir and Brother:

Attached is a proposal covering a national  
agreement in the armored car field. Will you kindly advise  
me if this makes good sense to you and has your approval.

Please let me have any changes which you  
think are in order as it will be the model from which we will  
be doing the negotiations.

Faternally yours,

H. J. Gibbons  
Executive Assistant  
to the General President

HJG/mc

Enclosure

Central Conference of Teamsters  
1641 So. Kingshighway St. Louis 10, Mo.

MEMORANDUM

To: H. J. Gibbons Subject: Brinks  
International From: Pete Saffo  
Date: 8-23-62

- URGENT
- Immediate Action
- For Your Information
- Discuss With Me
- Comment and Return
- Confidential
- Report Requested

Will you please keep your calendar open for Thursday and Friday, September 20th and 21st, for a probable meeting on the Brinks National Agreement. We will meet at the Edgewater Beach Hotel in Chicago. I will inform you of the specific time and place when other meeting schedules have been firmed.

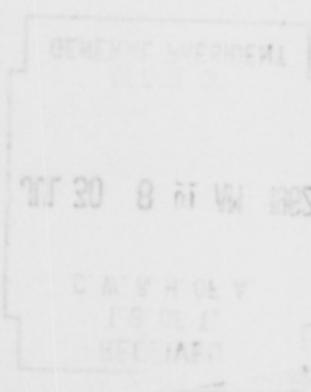
HEADQUARTERS  
National Department -  
Brinks  
X

The attached letter re the cancelation of the  
National Armored Car Committee meeting -  
Bismarck Hotel, Chicago - August 7, 1962  
mailed to the following:

David E. Johnson - Local 299  
W. H. Lancaster - Local 390  
John T. O'Brien - Local 710  
W. L. Wagner - Local 820  
Randall G. Miller - Local 968  
Fleming Campbell - RCT  
Frank Matula - Local 396

carbon copies to  
Pete Saffo  
James R. Hoffa

*National Agreement -  
Armored Cars*





## CENTRAL CONFERENCE OF TEAMSTERS

1641 SO. KINGSHIGHWAY  
ST. LOUIS 10, MO.

July 27, 1962

ST. LOUIS  
MOHAWK 4-9800

DETROIT  
WOODWARD 5-8750

J. R. HOFFA  
*International Director*

Mr. James R. Hoffa, General President  
International Brotherhood of Teamsters  
25 Louisiana Avenue, N. W.  
Washington 1, D. C.

Dear Brother Hoffa:

The meeting of the National Armored Car Committee scheduled  
for Tuesday, August 7, 1962, at the Bismarck Hotel in Chicago,  
Illinois has been cancelled.

You will be notified as soon as this meeting is rescheduled which  
date will probably be in conjunction with the Central States Drivers  
Council Meeting in September.

Fraternally yours,

Pete Saffo,  
Coordinator

PS:jb  
wdwu688

Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America

1 - 7-25-62

J. R. Hoffa

The attached letter re National Armored Car Committee  
meeting - Bicentennial Hotel, Chicago - August 7, 1962 Headquarters

mailed to the following:

David E. Johnson - Local 299  
W. H. Lester - Local 390  
John T. O'Brien - Local 710  
W. L. Hammer - Local 820  
Readell G. Miller - Local 968  
Fleming Campbell - ECT  
Krank Matula - Local 396

carbon copies to  
Pete Saffo  
James R. Hoffa

National Agreement  
Armored Car

X

# CENTRAL CONFERENCE OF TEAMSTERS

1841 SO. KINGHIGHWAY  
ST. LOUIS MO. MO.

July 20, 1962

ST. LOUIS  
MOHAWK 4-9800  
DETROIT  
WOWOW 1-6454

*Executive Board*

J. R. BOYD,  
*Chairman*  
JOHN T. O'BRIEN,  
*Executive Vice-Chairman*  
S. J. GIBSON  
*Secretary-Treasurer*  
GENE BAN SOUCIE,  
*Recording Secretary*  
OWEN B. BRENNAN  
GORDON S. CONKLIN

Mr. John T. O'Brien, Sec-Treas.  
Teamsters Local Union 710  
4217 South Halsted St.  
Chicago 9, Illinois

Dear Brother O'Brien:

I am calling a meeting of the National Armored Car Committee to meet and discuss national agreement with Brinks Inc. The meeting will be held at 10:00 a.m. at the Bismarck Hotel in Chicago on Tuesday, August 7, 1962. The room will be posted on the bulletin board. Reservations for single rooms are available on request to Miss E. Heron of the Catering Department of the Bismarck Hotel. If your reservation request is not received by Friday, August 3rd, the room will be released.

I hope that you will be able to meet with us.

Faternally yours,

Pete Saffo  
Coordinator

PS:mp  
wdwu688

E.C.T

S.C

C.D.

Aug. 7th 1962  
C. Saffo

Reg.

Local's will  
be called.

Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America

General Conference of Teamsters  
1641 So Kingshighway St. Louis 10, Mo

MEMORANDUM

- URGENT  
 Immediate Action  
 For Your Information  
 Discuss With Me  
 Comment and Return  
 Confidential  
 Report Requested

To:

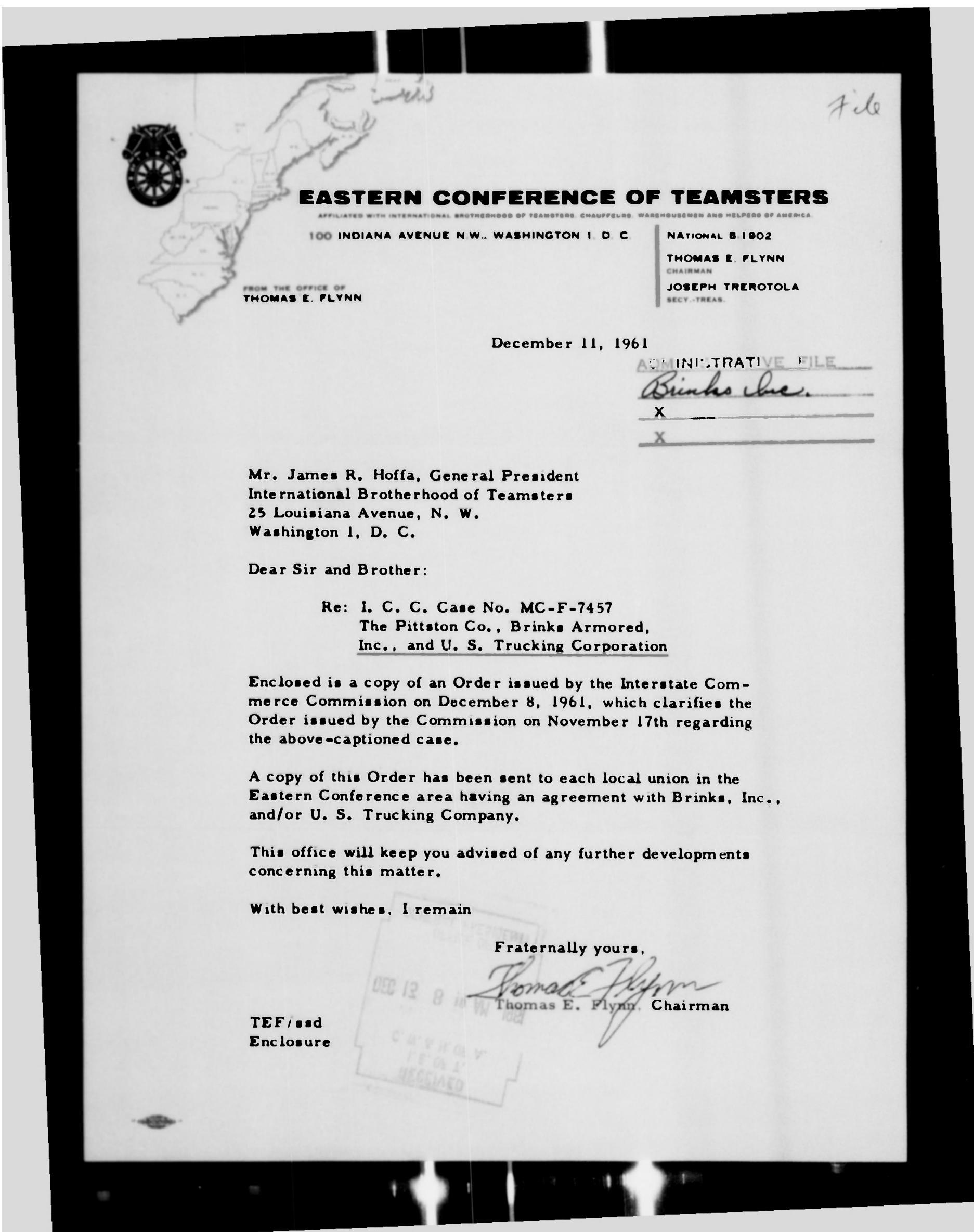
Subject: Brinks Meeting

From: Pete Saffo

Date: 6-4-82

Please note that our meeting will be held at the Conrad-Hilton Hotel instead  
of the Shoreland. Time will be the same.

Headquarters -  
National Agreement -  
(Armored Car)



ORDER

SERVICE DATE  
DECEMBER 3, 1961

At a Session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 1st day of December, A. D. 1961.

No. MC P-7457

THE PITTSSTON CO. (New York, N. Y.)--MERGER--BRINK'S INC. (Chicago, Ill.); BRINK'S ARMORED, INC. (Chicago) PURCHASE--THE PITTSSTON CO., AND (PORTION)--UNITED STATES TRUCKING CORP. (New York); THE PITTSSTON CO.-- CONTROL--BRINK'S ARMORED, INC.

Finance Docket No. 21022

BRINK'S ARMORED, INC.--SECURITIES

Finance Docket No. 21023

THE PITTSSTON CO.--SECURITIES

It appearing, That report and order of the Commission, Division 3, served herein on November 17, 1961, which are hereby made a part hereof, conditionally approved, among other things, the transaction in No. MC-P-7457;

It further appearing, That the phraseology in that portion of the penultimate paragraph of the report herein dated November 13, 1961, reading:

" \* \* at the average of the daily closing market prices of such common stock on the New York Stock Exchange for the thirty trading days next preceding the date of entry of a final order in this proceeding, or if the common capital stock of The Pittston Company is not traded on the New York Stock Exchange on any one or more trading days during the thirty trading days next preceding the date of entry of a final order herein, \* \* \*

requires clarification to reflect its true meaning:

And it further appearing, That the order inadvertently omitted approval of the transfer by United States Trucking Corporation to Brink's Armored, Incorporated, of its armored car operating rights except those relating to intrastate operations in New York City, and the transfer by the latter company to the former, of the armored car intrastate rights acquired from The Pittston Company relative to operations in New York City, whereupon the disposition of these rights was part of the over-all transaction as discussed and approved in the report;

It is ordered, That the proceeding be, and it is hereby, reopened, and that the findings in said report be, and they are hereby, modified by substituting, "the date hereof", for, "the date of a final order in this proceeding," and "the date of a final order herein," wherever the latter phrases appear in the penultimate paragraph of the report herein dated November 13, 1961;

And it is further ordered, That subdivision (3) of the first ordering paragraph of the order herein, dated November 13, 1961, be amended (a) by changing the semicolon after "New York, N. Y." to a comma and adding "except those relating to intrastate operations in New York City", and (b) designating subdivision (4) as subdivision (3), and inserting a new subdivision (4) to read:

ADMINISTRATIVE FILE  
Brink's Incorporated  
X  
X

November 27, 1961

Mr. Dave Johnson  
Teamsters Local 299  
2741 Trumbull  
Detroit 16, Michigan

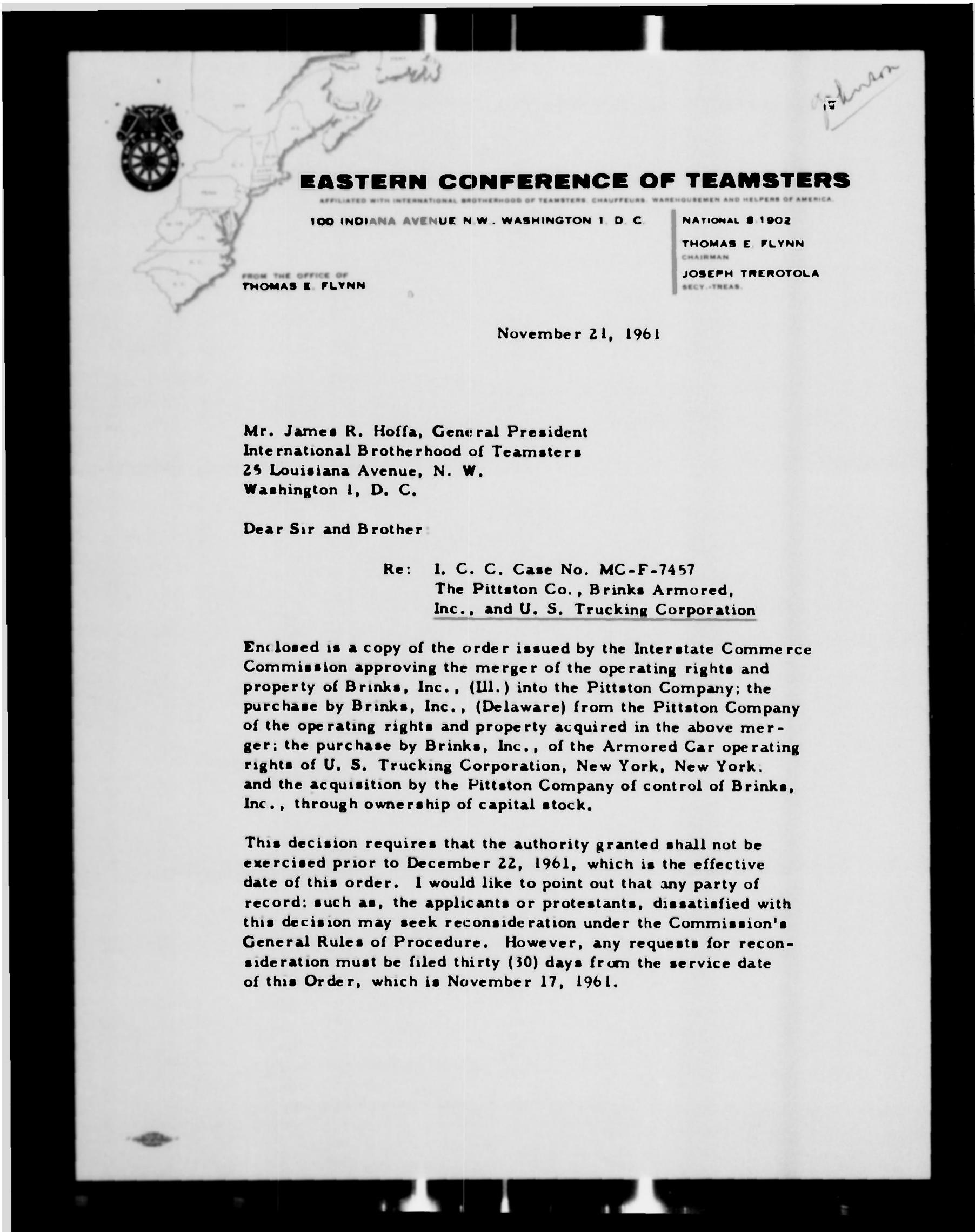
Dear Sir and Brother:

The attached correspondence  
is being forwarded for your information.

Fraternally,

H. J. Gibbons  
Executive Assistant to the  
General President

HJG:id  
att.



Mr. James R. Hoffa      Page Two      November 21, 1961

A copy of this order has been sent to each local union in the Eastern Conference area having an agreement with Brinks, Inc., and/or U. S. Trucking Company.

This office will keep you advised of any further developments concerning this matter.

With best wishes, I remain

Fraternally yours,

*Thomas E. Flynn*  
Thomas E. Flynn,  
Chairman

TEF/ssd

Attachment

ORDER

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 3,  
held at its office in Washington, D. C., on the 13th  
day of November , A. D. 1961.

No. IC-F-7457

THE PITTSTON CO.--MERGER--BRINK'S INC.: BRINK'S ARMORED, INC.--  
PURCHASE--THE PITTSTON CO., AND (PORTION)--UNITED STATES  
TRUCKING COMP.: THE PITTSTON CO.--CONTROL  
BRINK'S ARMORED, INC.

FINANCE DOCKET NO. 21022

BRINK'S ARMORED, INC.--SECURITIES

FINANCE DOCKET NO. 21023

THE PITTSTON CO.--SECURITIES

Investigation of the matters and things involved in  
this proceeding having been made, and said division on the  
date hereof, having made and filed a report containing its  
findings of fact and conclusions thereon, which report and  
the report of the examiner are hereby made a part hereof;

It is ordered. That (1) the merger of the operating  
rights and property of Brink's Incorporated, an Illinois  
corporation, of Chicago, Ill., into The Pittston Company,  
a Delaware and Virginia corporation, of New York, N. Y.;  
(2) the purchase by Brink's Armored, Incorporated, a Delaware  
corporation, of Chicago, Ill., from The Pittston Company of  
the operating rights and property acquired by the latter in  
the merger described in (1) above; (3) the purchase by Brink's  
Armored, Incorporated, of the armored car operating rights  
of United States Trucking Corporation, a New York corporation,  
of New York, N. Y.; and (4) the acquisition by The Pittston  
Company of control of Brink's Armored, Incorporated, through  
ownership of capital stock, be, and they are hereby, approved  
and authorized, subject to the terms and conditions set forth  
in the findings in said report;

It is further ordered. That The Pittston Company, be, and  
it is hereby, authorized to issue not exceeding 25,000 shares  
of its common capital stock, par value \$1 per share, to be  
delivered in exchange for shares of capital stock of Brink's  
Incorporated (Illinois), and to issue certificates for frac-  
tional shares to those stockholders of Brink's Incorporated  
(Illinois) whose holdings do not entitle them to a full share  
of The Pittston Company stock, for the purposes and upon the  
terms and conditions set forth in the report;

It is further ordered. That Brink's Armored, Incorporated  
(Delaware) be, and it is hereby, authorized to issue not  
exceeding 9,990 shares of its common capital stock, par value  
\$100 per share, to be delivered to The Pittston Company for  
the purposes and upon the terms and conditions set forth in  
the report;

they see fit to take the implications insofar as they see authority for Brink's Armored, Incorporated, and The Pittston Company, respectively, to assume obligation and liability with respect to certain notes of Brink's Incorporated, aggregating \$480,000 in principal amount, be, and they are hereby, dismissed;

It is further ordered. That if the merger authority herein granted is exercised, The Pittston Company shall be considered as a motor carrier subject to the provisions of sections 204(a)(1) and (2), 214, 215, 218, 220 and 221(c), of Part II of the Interstate Commerce Act, as provided in section 5(3), and, upon the purchase by Brink's Armored, Incorporated, from The Pittston Company of the operating rights and property acquired by it in the merger, the latter shall continue to be subject to the provisions of sections 204(a)(1) and (2) and 220;

It is further ordered. That if the parties to the purchase transactions herein authorized desire to consummate same, they shall (1) promptly take such steps as will insure compliance with sections 215, 218, and 221(c) of the Interstate Commerce Act, and with rules, regulations, and the requirements prescribed thereunder, and (2) confirm in writing to the Commission, immediately after consummation, the date on which consummation has actually taken place;

It is further ordered. That if the purchase transaction herein authorized is exercised, Brink's Armored, Incorporated, shall also be subject to the provisions of sections 204(a)(1) and (2), 214 and 220 of Part II of the Interstate Commerce Act;

It is further ordered. That if the transaction herein granted is exercised, The Pittston Company, Brink's Armored Incorporated, and United States Trucking Corporation shall submit for consideration and approval, sworn statements and one copy thereof, showing all expenditures made, by date, or to be made, in connection with the transaction authorized, including the consideration, legal and other fees, commissions, and any other costs incidental to the transaction, the assets acquired, the liabilities assumed, indicating the account number and title to which each item has been, or is to be, debited or credited;

It is further ordered. That the authority herein granted shall not be exercised prior to the effective date hereof, and that this order shall be effective December 22, 1961;

It is further ordered. That, unless the authority herein granted is exercised within 180 days from the effective date hereof, this order shall be of no further force and effect;

It is further ordered. That except as herein authorized, the said capital stock shall not be sold, pledged, repledged, or otherwise disposed of by The Pittston Company unless or until so ordered or approved by this Commission;

It is further ordered, That The Pittston Company and Brink's Armored, Incorporated (Delaware) shall report concerning the matters herein involved in conformity with the order of the Commission, division 4, dated August 9, 1946, as amended, respecting applications filed under section 214 of the Interstate Commerce Act (49 CFR 56.4 and 56.6);

It is further ordered, That nothing herein authorized shall be construed to imply any guarantee or obligation as to said securities, or interest thereon, on the part of the United States:

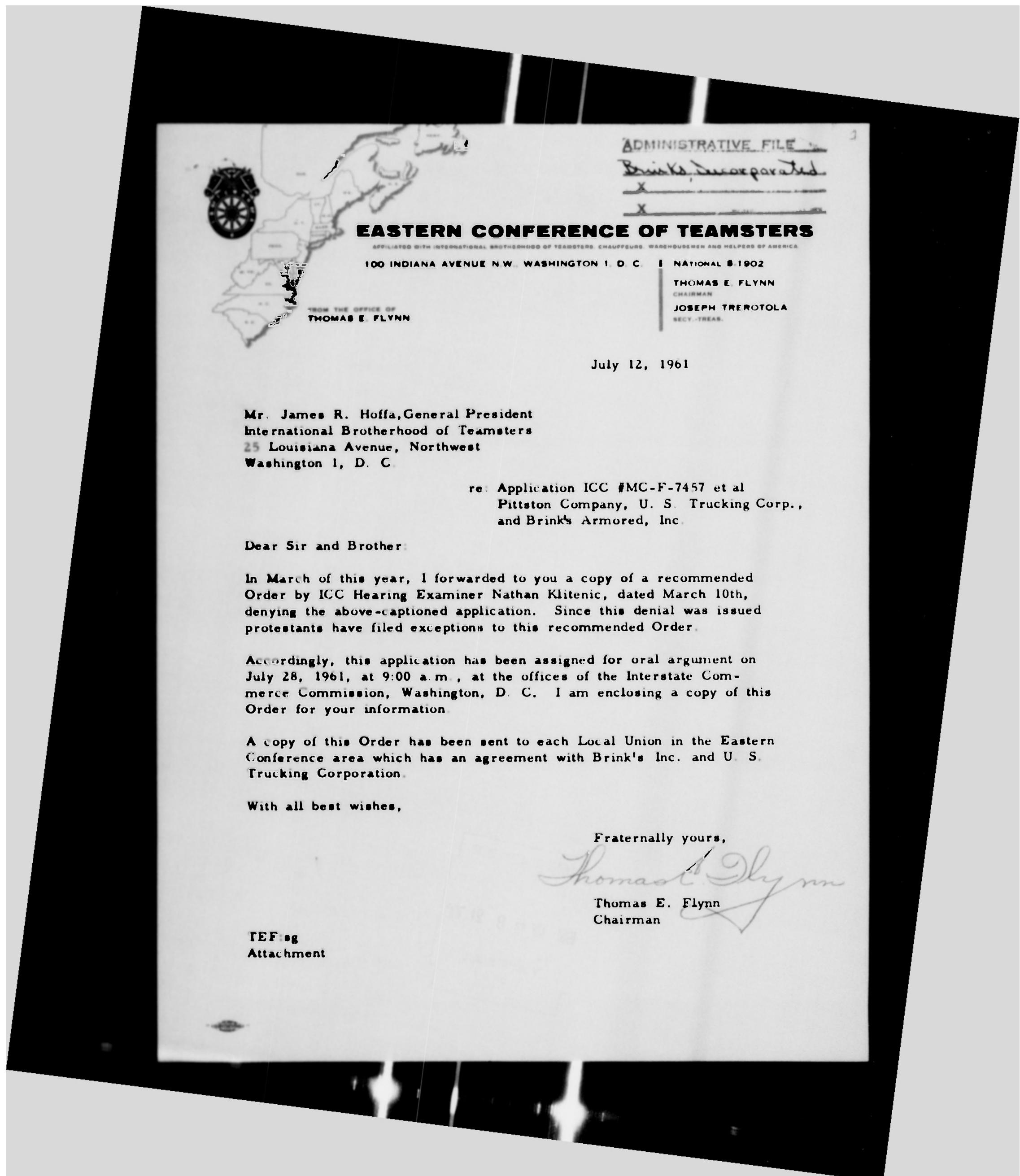
And it is further ordered, That recital in said report of balance sheet and other financial data shall not be construed as approving accounting methods which have been followed or expenditures represented thereby.

By the Commission, division 3.

HAROLD D. McCOY,

Secretary.

(SEAL)



*Ean*

RECEIVED  
JUL - 3 1961  
RECEIVED

NO. MC-P-7457, ET AL.

EASTERN CONFERENCE  
INTERSTATE COMMERCE COMMISSION  
WASHINGTON 25

SERVICE DATE:  
JUNE 30, 1961

TM:bj

June 30, 1961

NO. MC-F-7457\*

THE PITTSTON CO.--MERGER--BRINK'S INC.; BRINK'S ARMORED, INC.--  
PURCHASE--THE PITTSTON CO., AND (PORTION)--UNITED STATES  
TRUCKING CORP.; THE PITTSTON CO.--CONTROL--BRINK'S ARMORED, INC.

The above-entitled proceedings are assigned for oral  
argument on July 28, 1961, at 9:00 o'clock a.m., United  
States Standard Time, (10:00 o'clock a.m., District of  
Columbia Daylight Saving Time), at the Office of the Interstate  
Commerce Commission, Washington, D. C., before Division Three.

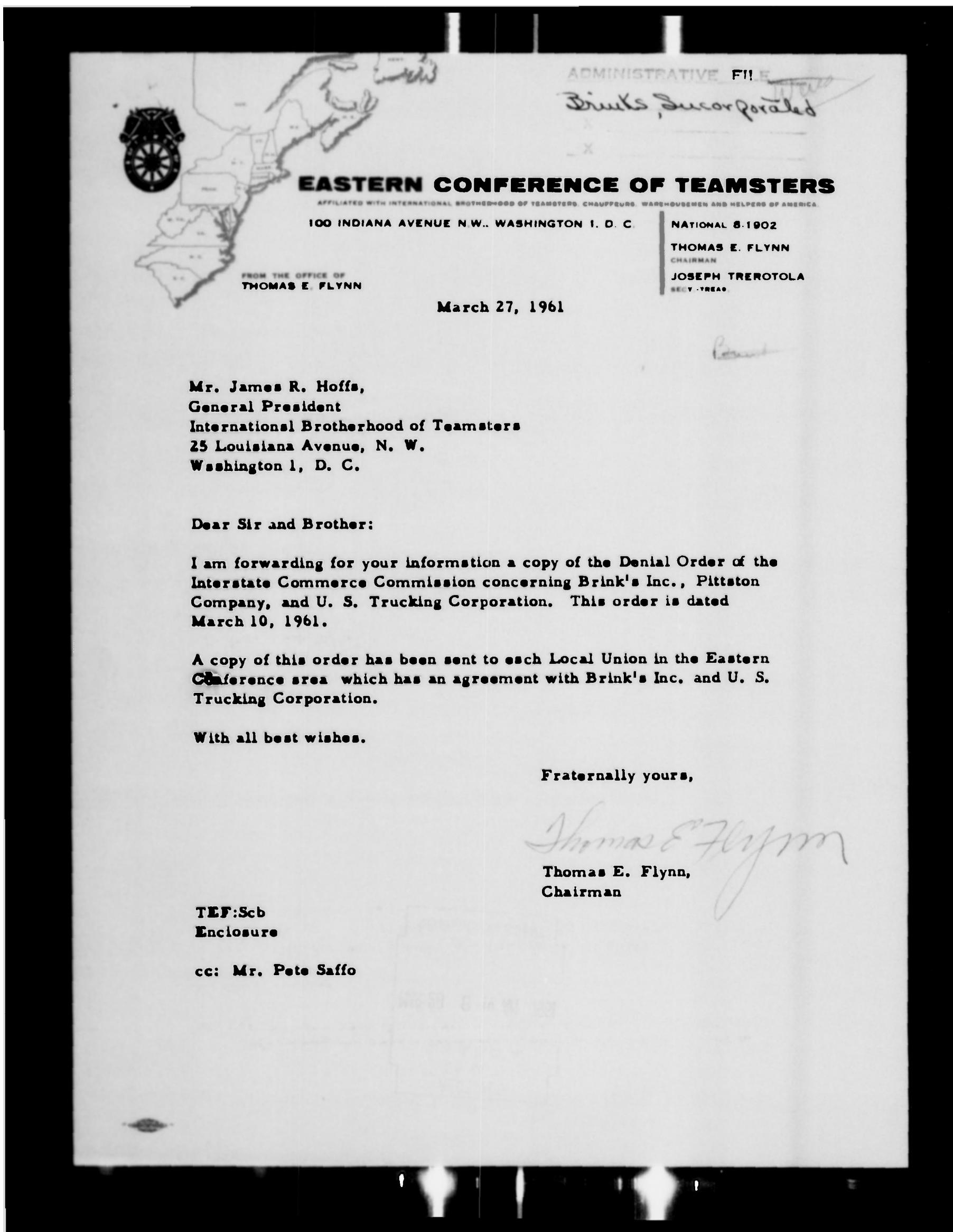
Parties to these proceedings, desiring to participate in  
the oral argument must request an allotment of time at least  
ten days before the assigned date. (Rule 98, paragraph b, of  
the General Rules of Practice). Such request should be directed  
to the Secretary.

By the Commission.

HAROLD D. McCOY,

Secretary.

\*This notice also embraces No. F.D. 21022, Brink's Armored,  
Inc.--Securitea, and No. F.D. 21023, The Pittston Co.--  
Securitea.



Recommended by Nathan Klitenic  
Hearing Examiner  
*Nathan Klitenic*  
Nathan Klitenic

ORDER

At a Session of the INTERSTATE COMMERCE COMMISSION, Division 3,  
held at its office in Washington, D. C., on the  
day of A. D. 1961.

No. MC-F-7457

THE PITTSTON CO.--MERGER--BRINK'S INC.: BRINK'S ARMORED, INC.  
--PURCHASE--THE PITTSTON CO., AND (PORTION)--UNITED STATES  
TRUCKING CORP.; THE PITTSTON CO.--CONTROL--  
BRINK'S ARMORED, INC.

FINANCE DOCKET NO. 21022

BRINK'S ARMORED, INC.--SECURITIES

FINANCE DOCKET NO. 21023

THE PITTSTON CO.--SECURITIES

Investigation of the matters and things involved in  
these proceedings having been made, and said applications,  
upon due notice, having been heard by the Examiner who has  
made and filed a report herein containing his findings of  
fact and conclusions thereon, which report is hereby made a  
part hereof, and said proceedings having been duly submitted:

It is ordered. That the applications be, and they are  
hereby, denied.

And it is further ordered, That this order shall be  
effective on the date of service of a notice stating that  
the recommended order has become the order of the Commission,  
Division 3.

By the Commission, Division 3.

HAROLD D. McCOY,

(SEAL)

Secretary.

W Outward  
14434  
14435  
14436  
14437

ADMINISTRATIVE P.M.D.

Brink's Inc.  
X

Truck Drivers LOCAL UNION No. 299

Associated with the  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen  
and Helpers of America

2701 TRUMBULL AVE. DETROIT 16, MICH.

September 29, 1961

Mr. James R. Hoffa, President  
Teamsters Headquarters  
25 Louisiana Avenue, N. W.  
Washington 1, D. C.

HEADQUARTERS  
National Agreement  
Armored Car  
X Brink's Inc.

Dear Sir and Brother:

Enclosed are two copies of the National  
Area Agreement for the Armored Car Division.

We are having negotiations in the imme-  
diate future with Brink's Incorporated. Will  
keep you advised.

Fraternally yours,

Dave Johnson  
Dave Johnson, Chairman  
NATIONAL ARMORED CAR DIV.

DJ/mr

PROPOSAL  
for  
EASTERN - CENTRAL - SOUTHERN and WESTERN CONFERENCES  
TEAMSTER AREAS

ARMORED CAR AGREEMENT

and

SUBSIDIARIES

in the following territories:

<u>U.S.A. STATES</u>			<u>CANADA-PROVINCES</u>
Alabama	Maine	Ohio	Quebec
Arkansas	Maryland	Oklahoma	Ontario
Connacticut	Massachusetts	Pennsylvania	Manitoba
Dalaware	Michigan	Rhode Island	Nova Scotis
District of Columbia	Minnesota	South Carolina	New Brunswick
Florida	Mississippi	South Dakota	Newfoundland
Georgia	Missouri	Tennessee	Prince Edward
Illinois	Nebraska	Texas	Island
Indiana	New Hampshire	Vermont	
Iowa	New Jersey	Virginia	
Kansas	New York	West Virginia	
Kentucky	North Carolina	Wisconsin	Puerto Rico
Louisiana	North Dakota		

The Armored Car Service  
hereinafter referred to as the Employer, or the Company  
and

Local Unions having jurisdiction over Armored Car operations  
who are affiliated with the Eastern, Central, Southern and  
Western Conferences of Teamsters and the International Brother-  
hood of Teamsters, Chauffeurs, Warehousemen and Helpers of  
America, hereinafter referred to as the Union, agree to be bound  
by the terms and provisions of this Agreement.

PREAMBLE

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between  
hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. \_\_\_\_\_  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-  
MEN AND HELPERS OF AMERICA, hereinafter referred to as the  
UNION:

WHEREAS the parties hereto are desirous of entering into  
an agreement covering wage rates, hours of work and working con-  
ditions of employees as classified herein, in order to eliminate  
the possibility of strikes, boycotts, stoppages of work and lock-  
outs;

NOW THEREFORE, the EMPLOYER and the UNION acting by and  
through their duly authorized agents hereby agree as follows:

ARTICLE 1

Section 1.1 - Operations Covered.

The execution of this Agreement on the part of the Employer  
shall cover all operations of the Employer, within, into and out  
of the Area and Territory described above that are now organized  
or in Teamsters jurisdiction.

Section 1.2 - Employees Covered.

The employees covered by this Agreement shall include any  
and all employees of the Employer employed directly by and/or  
under the supervision and control of the Employer within the  
jurisdiction of the Union.

Section 1.3 - Transfer of Company Title or Interest.

This Agreement shall be binding upon the parties hereto,  
their successors, administrators, executors and assigns. In  
the event an entire operation is sold, leased, transferred or  
taken over by sale, transfer, lease, assignment, receivership  
or bankruptcy proceeding, such operation shall continue to be  
subject to the terms and conditions of this Agreement for the  
life thereof. On the sale, transfer or lease of an individual  
run or runs, only the specific provisions of this contract, ex-  
cluding supplements or other conditions, shall prevail. It is  
understood by this Section that the parties hereto shall not use  
any leasing device to a third party to evade this contract. The  
Employer shall give notice of the existence of this Agreement  
to any purchaser, transferee, lessee, assignee, etc., of the  
operation covered by this Agreement or any part thereof. Such  
notice shall be in writing with a copy to the Union not later  
than the effective date of sale.

Section 1.4 - Riders.

Riders or supplements to this Agreement providing for better  
wages, hours and working conditions, which have previously been  
negotiated by Local Unions and Employers affected and put into  
effect, shall be continued. No new riders or supplements to this  
Agreement shall be negotiated by any of the parties hereto.

ARTICLE 2

UNION SHOP AND DUES

Section 2.1 - (a)

The Employer recognizes and acknowledges that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining.

(b) All present employees who are members of the Local Union on the effective date of this subsection shall remain members of the Local Union in good standing as a condition of employment. All present employees who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date upon which a local bargaining unit becomes party to this Master Agreement, whichever is the later.

(c) When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

(d) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

(e) If any provision of this Article is invalid under the law of any state wherein this Contract is executed, such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If an agency shop clause is permissible in any State where the other provisions of this Article cannot apply, such clause shall be negotiated by the Area Committee. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

(f) In those instances where subsection (b) hereof may not be validly applied, the Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Contract.

(g) To the extent such amendments may become permissible under applicable Federal and State law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended to embody the greater union security provisions contained in such determination, or to apply or become effective in situations not now permitted by law.

(h) Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

(i) All new employees shall be designated probationary employees for the first thirty (30) days of their employment. All new employees shall be employed on a thirty (30) day trial basis, except that such employees who are found to have falsified employment data or who do not meet the Company's employment requirements as a result of the employment investigation, may be released by the EMPLOYER during the first ninety (90) days of employment without further recourse by the UNION. Names of probationary employees, together with dates of hire, shall be furnished to the UNION at the end of each month. This list shall also include employees laid off, discharged or on leave-of-absence during the same month.

(j) The EMPLOYER shall not require its employees or persons other than employees covered by this Agreement to perform work which is recognized as the work of the employees in the bargaining unit except in cases of emergency.

(k) Whenever forty (40) hours of work per week shall be regularly available to a single part-time employee in excess of the regularly scheduled work then guaranteed to regular full time employees and exclusive of relief work performed for employees who are absent or on vacation, emergency and special Sunday, holiday and night work, then another employee will be added to the list of regular full time employees.

Section 2.2. - Check-Off.

The Employer agrees to deduct from the wages due each employee who is a member of the Union a sum to which the Union shall be entitled because of initiation fee and regular monthly dues, provided the employee has signed an authorization for such deductions and has delivered the same to the Employer. Such deductions shall be made from the wages due such employee from the second pay period of each month and shall be remitted to the Union within five (5) days together with a list of employees to whom the remittance appertains. No deduction shall be made which is prohibited by applicable law.

ARTICLE 3

STEWARDS

The Employer recognizes the right of the principal officer of the Union to designate and remove Job Stewards and Alternates in the method determined by Local Union practice.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- (b) The collection of dues when authorized by appropriate local union action;
- (c) The transmission of such messages and information which shall originate with; and are authorized by the local union or its officers, provided such messages and information
  - 1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

#### ARTICLE 4

##### ABSENCE

###### Section 4.1 - Time Off for Union Activities.

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

###### Section 4.2 - Leaves of Absence.

(a) An employee, for good and sufficient cause, shall be granted a written leave of absence for a period of not more than ninety (90) days, provided no such employee shall be granted a leave of absence until he has first delivered to the Employer, a sum necessary to pay the Health and Welfare premiums which will accrue during the period of said leave of absence.

(b) An employee shall also be entitled to a written leave of absence with accumulating seniority in the following cases:

1. Illness or injury for not more than one year, unless the illness or injury is compensable under the Workmen's Compensation Act, in which event the leave of absence shall extend for the period of compensable disability.
2. Any employee inducted into the Armed Forces of the United States under the terms of the Universal Military Training and Service Act or as it may be amended or under any subsequent act similar thereto, shall be restored to his former position with seniority as required by the terms of that act applicable to his case.

3. Any employee elected or appointed by the Union to attend a Teamsters Labor Convention, provided 48 hours written notice is given to the Employer by the Union specifying the necessary time off.
4. Any regular full time employee who shall be elected or appointed as a business agent or officer of the Union and that fact be certified to the Employer in writing by the Union, shall be granted a leave of absence with accumulating seniority, including the right to return to his former classification for a maximum period of 6 months. Thereafter the employee shall lose all seniority rights under this Agreement.

#### ARTICLE 5

#### SENIORITY

(a) Employees shall be regarded as probationary for the first thirty (30) days of cumulative employment and shall appear on the seniority list. There shall be no responsibility or re-employment of employees on probation if they are discharged or laid off during this probationary period, except that the Union reserves the right to take up as grievance any such case on the grounds of discrimination for union activity.

(b) Seniority for regular full time employees shall be based on cumulative employment as regular full time employees and after completion of the probationary period, shall date back to the original date of employment as a regular full time employee. Seniority for extra employees shall be based on cumulative employment and after completion of the probationary period, shall date back to the original date of employment as an extra employee. Auxiliary employees shall hold no seniority rights under this agreement.

(c) Two (2) seniority lists shall be established, one (1) for regular full time employees, and one (1) for extra employees. Regular full time employees shall hold seniority over extra employees. Such seniority lists shall be amended and posted every three months.

(d) In the event of layoffs, all extra employees shall be laid off before regular full time employees. Extra and regular full time employees shall be laid off in the reverse order of their seniority within their respective categories and when recalled they shall be recalled in order of their seniority within their respective categories.

(e) In the event of a layoff of regular full time or extra employees, an employee so laid off shall be given ten (10) days written notice of recall by registered mail at the employee's last known address according to the Employer's records. It shall be the responsibility of the employee to keep the Employer advised of his current address. The employee must respond to such notice of recall within five (5) days after the mailing of such notice and must actually report for work within ten (10) days from the mailing of such notice or on the date for reporting specified in such notice, whichever shall be later. If the employee shall fail to comply with the foregoing, he shall lose all seniority rights under this agreement including the right to recall. The Steward shall hold top seniority for the purposes of demotion, layoff, promotion and recall above described.

(f) Employees who shall be removed from the classifications of work covered by this agreement, but remain in the employ of the Employer in a different classification, shall retain their seniority rights granted hereunder, including the right to return to their former classification for a period of six months from the date of such removal, providing said employees maintain his membership in the Union in good standing during said period. Thereafter, such employee shall lose all seniority rights under this agreement.

(g) Except in the cases above stated, promotion shall be made on the basis of seniority, ability and qualifications. This shall apply whenever a vacancy occurs in any position or if a new position is created. It is understood that the Employer will give consideration to seniority, ability and qualifications of employees in assigning employees to their various assignments,

(h) An employee shall lose seniority in any of the following events:

1. He is discharged.
2. He quits.
3. He fails to report on recall as above provided.
4. He fails to work at the expiration of a leave of absence. In case of proven accident or illness where employee was not able to notify Employer, he shall not lose seniority.
5. He is absent from work three (3) days without immediately notifying Employer. In case of proven accident or illness where employee was not able to notify Employer, he shall not lose seniority.
6. He shall be transferred out of the classifications of work covered by this agreement for a period in excess of six (6) months.
7. He shall be appointed or elected to and shall accept the office of business agent or full time officer on the Union and shall retain said office for a period in excess of six (6) months.

(i) In the event the Employer absorbs the business of another Armored Car Company where like work is done and a question of seniority should arise, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the Employer and the Unions involved. Any controversy with respect to such matter shall be submitted to arbitration under the terms of this Agreement.

- (j) 1. Employees shall hold seniority within their respective regular classifications, which shall be based on the date when they are first promoted to that classification.
2. Classifications paying higher hourly wage rates shall be considered higher classifications.
3. A qualified employee, that is one who shall qualify for and work in one or more of the higher classifications, shall hold seniority in that higher classification, in addition to the seniority he holds in regular classification. Seniority for qualified employees in the higher classifications shall be based on the date the employee last qualified for work in said higher classification according to the Employer's record.

4. An employee who shall be demoted from his regular classification to a lower classification, shall then lose his seniority in the higher classification unless he shall retain seniority therein as a qualified employee.
5. Any employee who shall be removed from the list of qualified employees in a higher classification shall then lose all seniority rights in that higher classification.
6. Any employee who shall be demoted to a lower classification shall retain all seniority rights previously established by him in that lower classification.
7. Promotions to higher classification shall be made from the top of the list of qualified employees in the higher classification. In the event there are no qualified employees in such higher classification, promotions shall be made in order of over-all seniority, provided the ability and qualifications of employees considered for promotions shall be relatively equal. Advancements to the list of qualified employees in the higher classification shall be made in the order of over-all seniority, provided the ability and qualifications of employees considered for advancement are relatively equal.
8. Employees who may be temporarily assigned to work in a lower classification at their own request due to their inability to perform the work in their regular classification shall not be removed from the seniority list of their regular classification or any higher classification during such period of temporary disability.
9. Notwithstanding anything herein stated to the contrary, extra employees shall hold no seniority rights above or superior to those of a regular full time employee.

#### ARTICLE 6

##### MAINTENANCE OF STANDARDS

###### Section 6.1 Protection of Conditions.

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, fringe benefits and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

Section 6.2 Extra Contract Agreements.

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 6.3 - Work Week Reduction.

In the event that the maximum work-week is reduced by legislative act to a point below the regular work-week provided herein, the Contract shall be reopened for wage negotiations only.

Section 6.4 - New Equipment.

Where new types of equipment or operations (not in existence at time of execution of this Agreement) for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or awarded shall be effective as of date equipment is put into use.

ARTICLE 7

JOINT AREA COMMITTEE

Section 7.1 - Formation.

The Companies and the Union in the area incorporated by this Master Agreement shall together create a Joint Area Committee. The Joint Area Committee shall consist of an equal number appointed by the Companies and the Union, but not less than four (4) from each group. The Companies and the Union may appoint alternates for each of their respective representatives. The Joint Area Committee shall formulate rules of procedure to govern the conduct of its proceedings.

Section 7.2- Jurisdiction.

The Joint Area Committee shall have jurisdiction over:

- (a) Disposition of any grievance which cannot be settled at the Local Union and Management level.
- (b) Negotiation of local bargaining matters which have become deadlocked at the local level.
- (c) Interpretation or application of the provisions of this Master Agreement.
- (d) Negotiations of any additions, deletions or modifications of this Master Agreement during the term thereof which may be mutually agreed upon by both parties.
- (e) Formulation of rules and regulations for the purpose of administering this Master Agreement and its Addenda upon the approval of the Local Unions party to this Agreement.

## ARTICLE 8

### DISPUTES, GRIEVANCES AND UNION LIABILITY

Section 8.1 The Union and the Company agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement as set forth below. It is agreed by the parties that all disputes or grievances shall be settled in accordance with the procedure outlined as follows in this Article:

(a) Any dispute or grievance shall first be acted upon by an authorized representative of the Local Union and by the local Branch Manager or his authorized representative.

(b) The complaint shall be filed within fifteen (15) days of its occurrence, or the party's awareness thereof and shall be reduced to writing by the complainant. In the event that such complaint is not submitted within this fifteen (15) day period, said complaint shall automatically be decided in favor of the defending party.

(c) In the event that the matter cannot be decided by the parties referred to above within a period of three (3) days after the filing thereof, it shall then become the duty of the local Branch Manager and the principal representative of the Local Union to meet and to earnestly endeavor to reach a satisfactory settlement of the matter within another period of three (3) days (this period may be extended by mutual agreement of these two parties in the event it seems advisable to do so.) It is agreed that any settlement reached by these two parties shall be final and binding on the Local Union and the Company at the particular plant involved.

(d) In the event that the local Branch Manager and the principal representative of the Local Union cannot reach an agreement after a three (3) day period of time and an earnest effort on their part, the complaint together with the positions of the respective parties, shall then be submitted in writing to the Joint Area Committee. Any decision reached by a majority of the members of the Joint Area Committee shall be final and binding on the parties.

Should the Joint Area Committee fail to reach an Agreement, it may either arbitrate the matter under the rules of the American Arbitration Association, or notify the parties of its failure to come to an agreement.

Should a majority of the Joint Area Committee agree to arbitrate the matter, the arbitrator's decision shall be final and binding on the parties.

After the Joint Area Committee has served notice to both parties that it has failed to reach an agreement, either party may resort to the use of legal economic recourse after one party has served at least five (5) days written notice on the other party of intent to take such action.

(e) It is agreed by the parties that should any dispute arise with respect to the interpretation of any of the provisions of this Master Agreement, the Joint Area Committee shall determine the issue in accordance with Section 8.1 (d) above. It is further agreed that the decision of a majority of the Joint Area Committee shall be final and binding on all parties concerned.

(f) Failure of any party to meet without fault of the other, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefit of this Article.

(g) In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, failure to agree on negotiable matters set forth in the Master Agreement or Local Addenda, or failure to comply with a majority decision, no interpretation of this Master Agreement or any Local Addenda, or failure to comply with a majority decision, no interpretation of this Master Agreement or any Local Addenda by any tribunal shall be binding upon the parties or affect the legality or lawfulness of the strike or other activities unless the adverse party agrees to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation or negotiation by mutual agreement unless otherwise agreed to.

Section 8.2 It is further mutually agreed that the Local Union will, within two weeks of the date of its signing this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 9  
STRUCK GOODS

Section 9.1 Recognizing that many individual employees covered by this Contract may have personal convictions against

aiding the adversary of other workers, and recognizing the propriety of individual determination by an individual workman as to whether he shall perform work, labor or service which he deems contrary to his best interests, the parties recognize and agree that:

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which, but for the existence of a controversy between a labor union and any other person (whether party to this Agreement or not), would be performed by the employees of such person.

Likewise, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to handle any goods or equipment transported, interchanged, handled or used by any carrier or other person, whether a party to this Agreement or not, at any of whose terminals or places of business there is a controversy between such carrier, or person, or its employees on the one hand and a labor union on the other hand; and such rights may be exercised where such goods or equipment are being transported, handled or used by the originating, or interchanging or succeeding carriers or person, whether parties to this Agreement or not.

The Employer agrees that it will not cease or refrain from handling, using, transporting or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, handle, use, transport or otherwise deal in such products and continue doing such business by use of other employees, (including management representatives), other carriers, or by any other method it deems appropriate or proper.

Section 9.2 Within five working days of filing of grievance claiming violation of the above provisions, the parties to this Agreement shall proceed to the final step (Article 8, Section 1) of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement notwithstanding.

#### ARTICLE 10

##### SUNDAYS AND HOLIDAYS

(a) Regular full time employees, (who shall work during the holiday week) shall receive 8 hours pay for each of the 6 following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Such 8 hours will be paid for at straight time over and above the 40 hour weekly guarantee.

(b) All employees shall be guaranteed four (4) hours of work at time and one-half or the equivalent thereof in pay for all work performed on any of the above designated holidays or on Sunday, which hours of work shall not be added in the accumulated hours of work for that week and shall not apply against the weekly guarantee of hours of work.

ARTICLE 11

PICKET LINE

Section 11.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event any employee refuses to go through or work behind any picket line, including the picket line of unions party to this Agreement and including picket lines at the Employer's place or places of business.

Section 11.2 Within five working days of filing of grievance claiming violation of the above provision, the parties to this Agreement shall proceed to the final step (Article 8, Section 1) of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement notwithstanding.

ARTICLE 12

WORK ASSIGNMENTS

The Employers agree to respect the jurisdictional rules of the Union and shall not direct, require or permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units or direct, require or permit employees who fall within the bargaining unit to perform work which does not fall within the scope of this Agreement. This is not to interfere with bona fide contracts with bona fide unions.

ARTICLE 13

DISCHARGE OR SUSPENSION

Section 13.1 The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. The warning notice as herein provided shall not remain in effect for a period of more than nine months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 8, Section 1, of this Agreement.

Section 13.2 Violation Penalties.

In the event that the Employer wilfully violates the provisions of the foregoing terms or wilfully violates any of the provisions elsewhere in this Agreement relating to seniority rights, wages, hours of work, overtime differentials, vacations, any back pay owed to the employee because of such violations shall be paid by the Employer.

All back pay claims shall be deposited with the Union in the name of the employee.

ARTICLE 14

LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE 15

BONDS

Whenever the Employer requires employees to be bonded, the Employer shall bear all costs in connection with such bonds. In the event that an employee's application for bond is refused by the Employer's bonding company, then the employee shall have the privilege of furnishing acceptable bond secured from other sources.

ARTICLE 16

EXAMINATIONS AND IDENTIFICATION FEES

Section 16.1 Physical examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home branch and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union, may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 16.2 Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 17

UNIFORMS AND EQUIPMENT

The Employer shall furnish and pay and renew as needed all guns, ties, belts, badges, ammunition, caps, with a minimum of two (2) pair winter trousers, three (3) pair summer trousers, five (5) winter shirts, three (3) summer shirts and two (2) neckties, shoes and jackets or blouses required to be used by employees, or as otherwise agreed upon.

ARTICLE 18

COMPENSATION CLAIMS

Section 18.1 Any employee suffering an injury on the job shall be paid for the balance of his scheduled work assignment or the amount of the daily guarantee whichever is greater on the day such injury occurs, if time is lost on that day as a result of injury. Shall an injury occur at the end of the employee's work day under such condition that the employee is unable to report to the employer's physician that day, he shall be allowed to report to the physician on the following day and shall be allowed the minimum daily call for such report.

Section 18.2 A weekly schedule of work assignments for regular full time employees shall be posted for each week on Friday of the preceding week. Such schedule shall be subject to change in the event of absences and to meet unanticipated emergencies or contingencies. In the event an employee so scheduled shall be absent during the week and shall then be assigned to work on his scheduled day off at his request, he shall be paid for such day at the hourly wage rate applicable to the classification in which he is assigned to work on that day.

Section 18.3 Any regular full time employee who shall sustain injuries while at work for the Employer which are compensable under the Workmen's Compensation Act shall be paid by the Employer as follows:

Section 18.4 Commencing on the third day of absence and continuing through the fourteenth (14th) day of absence said employee shall be paid his full earnings for the guaranteed work week minus the amount of compensation to which the employee is entitled under the Workmen's Compensation Act. In the event any such employee be absent as a result of such injuries in excess of fourteen (14) days, then full payment shall be made from the first day of such absence, and such employee shall after the 14th day of absence be paid seventy-five per cent (75%) of his earnings for the guaranteed work week less the amount of compensation to which said employee is entitled under the Workmen's Compensation Act; provided however that the payment above described shall be made for a maximum over-all period of 26 weeks or until he returns to work whichever occurs first.

ARTICLE 19

MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

ARTICLE 20

DEFECTIVE EQUIPMENT

Section 20.1 No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable city, state and federal regulations. All trucks are to be equipped with heaters and blowers, heaters to be installed and ready to operate on or before October 1st each year, and blowers to be installed not later than May 1st each year.

Section 20.2 Upon proper notification the Union shall have the right to inspect all equipment of the company they deem unsafe at any time.

ARTICLE 21

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee. Each employee shall be provided with a statement of gross earnings plainly showing straight time and overtime hours worked and an itemized statement of all deductions made for any purpose.

ARTICLE 22

PAID-FOR TIME

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer including meal and training periods. Employees must take a one-half hour meal period between the 4th and 6th hours of work. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. Supper money of One Dollar and 50/100 (\$1.50) shall be paid if an employee works ten (10) consecutive hours or after 7:00 p.m.

ARTICLE 23

LOCAL ADDENDA

Section 23.1 Wages, hours, fringe benefits and conditions of employment which were not specifically covered in the negotiation of this Master Agreement shall be open to negotiation between the parties on a unit basis between the individual Local Union and local Company Management involved. Such agreement shall be reduced to writing and specifically labeled as Addenda 1,2,3, etc., appropriately describing the units of employees, the geographical location or locations involved, the identity of the operating branch of the Company and of the Local Union involved. Such Addenda shall be attached to and be made a part of this Master Agreement.

Section 23.2 Upon rendition of notice by one party to the other party of the intent to terminate or modify any of the present or future local Addenda that are embraced by this Master Agreement and in accordance with the provisions of such local Addenda, each bargaining unit shall proceed to negotiate in accordance with the obligations and limitations set forth in Section 23.1 above.

Section 23.3 Should the Company and the Union fail to agree on the terms of a new or modified Addenda on a local level, the controversy shall be referred to the Joint Area Committee. The Joint Area Committee shall study the requests and proposals of both parties, investigate all pertinent facts, and conduct whatever hearings it deems necessary or desirable under each situation. Upon concluding such inquiry, the Joint Area Committee shall decide the issues.

However, should the Joint Area Committee be unable to reach a decision, either party may after having served written notice on the other party resort to the use of lawful economic pressure ten (10) days following the date of such written notice of its intention to do so.

Section 23.4 When any present existing local union Armored Car Agreement expires, and the parties involved are signators to this Area Agreement, this Master Agreement shall automatically supersede the provisions of such local union agreement on and after said expiration date of such local union contract. When new units come under this Area Agreement, wages, hours and premium time provisions shall be negotiated for these units by the Local Union and a separate appendix inserted.

#### ARTICLE 24

#### VACATIONS

Section 24.1 One week's vacation with pay will be given to all employees covered by this Agreement who have been continuously employed as such for a period of one (1) year, and two (2) weeks' vacation with pay will be given to all employees covered by this Agreement who have been continuously employed as such for a period of three (3) years. Employees who have continuously been employed for a period of ten (10) years shall be given three (3) weeks' vacation with pay. Employees who have continuously been employed for a period of fifteen (15) years shall be given four (4) weeks' vacation with pay. Employees who have continuously been employed for a period of twenty (20) years shall be given five (5) weeks' vacation with pay.

Section 24.2 During the employee's first year, the phrase "continuously employed as such for a period of one year" shall mean twelve (12) full months of employment on the seniority list and a minimum of twelve hundred (1200) hours worked. Leave of absence and sick leave shall be considered as time worked in computing vacations.

Section 24.3 Pay for each accrued vacation week shall be based on average earnings, during the year prior to the vacation, (i.e. 2% of the annual earnings for each week of vacation) however, in no event shall a regular full time employee receive less than the equivalent forty (40) hours' pay for each week of earned vacation.

Section 24.4 The vacation period in each year shall be determined by each respective Local Union.

Section 24.5 Any employee whose employment is terminated for any reason whatsoever prior to taking his annual vacation shall be paid in cash for his earned vacation, that was not taken.

Section 24.6 Vacations shall be selected on a seniority basis determined by date of employment, provided however, that the Employer shall determine the maximum number of employees in each classification who shall be absent during any week of the vacation period.

Section 24.7 Vacation pay shall be paid to employees on the last pay day prior to the employee's vacation.

Section 24.8 Any employee who shall be eligible for a two (2) week vacation period may elect to take his vacation in two (2) separate periods of one (1) week each, or if eligible for a three (3) week vacation, may elect to take his vacation in two (2) separate periods of one (1) week and two (2) weeks each. Such an employee shall select one (1) period in his regular order of seniority and then select the remaining period of vacation only after all other employees who are eligible for vacation shall have made their first selection in their respective order of seniority.

#### ARTICLE 25

##### HEALTH AND WELFARE

Effective October 1, 1961, the Employer shall contribute to the Michigan Conference of Teamsters Health and Welfare Fund, the sum of Four Dollars (\$4.00) per week for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective October 1, 1962, the weekly contribution shall be increased to Four Dollars and Fifty Cents (\$4.50) per week.

Employers presently making payments to the Michigan Conference of Teamsters Health and Welfare Fund and employers who may subsequently begin to make payments to such Fund, shall continue to make such payments for the life of this Agreement.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Contributions to the Health and Welfare Fund must be made for each week on each regular or extra employee even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other health and welfare fund.

ARTICLE 26

PENSIONS

Effective October 1, 1961, the Employer shall contribute to the Central States, Southeast and Southwest Areas Pension Fund the sum of Five Dollars (\$5.00) per week for each employee covered by this Agreement who has been on the pay roll thirty (30) days or more. Effective October 1, 1962, the weekly contribution shall be increased to Six Dollars (\$6.00) per week.

This Fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this contract for operations under this contract or for operations under the Southeast and Southwest Areas contracts to which Employers who are party to this contract are also parties.

By the execution of this Agreement, the Employer authorizes the Employers' Associations which are parties hereto to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than six (6) months. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate for more, and regardless of the manner of computation of owner-driver compensation.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part-time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or in cases of emergency under the terms of this contract shall not be covered by the provisions of this paragraph.

ARTICLE 27

POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

ARTICLE 28

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 29

REOPENING EMERGENCY

In the event of war, declaration of emergency or imposition of economic controls during the life of this Agreement, either party may re-open the same upon sixty (60) days' written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 30

OPERATIONAL CHANGES

The Union reserves the right to re-open this Agreement for the purpose of negotiations for employees engaged in operations which combine with or are part of or depend on other methods of transportation. If the parties are unable to agree upon such matters, the Union may engage in lawful economic recourse in support of its demands.

ARTICLE 31

SUBCONTRACTING

Section 31.1 The Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment established by labor unions having jurisdiction over the type of services performed.

**Section 31.2** The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other branch, person, or non-unit employees except upon the written consent of the Union.

ARTICLE 32

JURY AND ELECTION DUTY

When employees covered by this Agreement are called upon for jury service or drafted for election duty, they shall advise their Employer upon receipt of such call, and, if taken from their work for such service, shall be paid eight (8) hours at their regular hourly rate for each day of absence.

ARTICLE 33

FUNERAL PAY

In case of death of a member in the immediate family of an employee, the Employer will pay such an employee eight (8) hours per day at his straight time rate per hour, not to exceed four (4) scheduled work days during the period beginning with the date of death and ending with the date of burial inclusive. Said four (4) days to be counted as days worked when computing overtime. "Immediate Family" is defined as Mother, Father, guardian, wife or husband, son, daughter, brother, sister, mother-in-law and father-in-law whose funeral is attended by the employee.

If an employee, who is a member of the Jewish faith, shall suffer death in his immediate family, he shall if he chooses in lieu of the foregoing be granted leave of absence for a maximum of three (3) calendar days immediately following burial, to observe the Shivah. The employee shall be paid eight (8) hours for each normally scheduled working day occurring during said leave of absence.

ARTICLE 34

After six (6) months' service, employees who are terminated for no fault of their own shall receive one week's severance pay. After one (1) year's service, employees shall receive two (2) weeks' pay, and one (1) additional week's pay for each succeeding year of service.

ARTICLE 35

ACCESS TO COMPANY PREMISES

**Section 35.1** Representatives of the Union shall have admission, upon application to the Employer, to the office of the Employer at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for the purpose of assisting in the adjustment of grievances.

**Section 35.2** In view of the particular and special character of the service of the Employer, it is mutually agreed that the representatives of the Union shall make their identity and official capacity known to the Employer before entering its office.

Section 35.3 There shall be no discrimination of any kind against any member of the Union by Employer, or any representative in its employ.

ARTICLE 36

BULLETIN BOARD

The Union shall have the privilege of posting on the bulletin board provided by the Employer material of interest to its members.

ARTICLE 37

REGULAR PART-TIME EMPLOYEES

The Company shall discontinue operating with so-called Auxiliary Employees. When additional help is required, the Company shall call employees from a list of those who are on a stand-by basis. All part-time employees shall be guaranteed the opportunity to work at least three (3) days each week. All fringe benefits set forth in this Agreement and its Addenda shall apply to all employees.

ARTICLE 38

EQUIPMENT ACCIDENTS AND REPORTS

Section 38.1 The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement if employees refuse to operate such unsafe equipment.

Section 38.2 Any employee involved in an accident shall immediately report said accident and any physical injury resulting therefrom. Said employee shall, before starting his next day's assignment make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject said employee to disciplinary actions by the Employer.

Section 38.3 Employees shall immediately or at the end of their day's assignment report all defects of equipment. Such reports shall be made on a suitable form provided by the Employer in triplicate, one copy to be retained by the employee.

Section 38.4 The Employer shall install heaters and blowers on all trucks.

ARTICLE 39

WORKING RULES

Except where conflicting with provisions of this Agreement, the conduct of all employees shall be guided by fair and reasonable rules, regulations and instructions governing employees as promulgated by the Employer from time to time.

ARTICLE 40

COMPANY MEETINGS

The Employer agrees that Company meetings shall take place on Company time. Meetings for the purpose of negotiating labor agreements shall not be considered Company meetings.

ARTICLE 41

TERMINATION CLAUSE

Section 41.1 This Agreement shall be in full force and effect from \_\_\_\_\_, to and including \_\_\_\_\_, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 41.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to \_\_\_\_\_, or \_\_\_\_\_ of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 41.3 Revisions agreed upon or ordered shall be effective as of \_\_\_\_\_, or \_\_\_\_\_ of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have set their hands and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.

COMPANY:

UNION:

LOCAL UNION NO. \_\_\_\_\_ INTERNATIONAL  
BROTHERHOOD OF PLANTERS, CHAUF-  
FEURS, WAREHOUSEMEN AND HELPERS OF  
AMERICA

By \_\_\_\_\_

By \_\_\_\_\_

ADDENDUM

SCHEDULE "A"

ARTICLE 1

RATES OF PAY - HOURS OF WORK

Section 1.1 Effective on the dates hereinafter set forth the regular hourly wage rates for employees in the classifications listed below shall be as follows:

REGULAR FULL TIME EMPLOYEES

<u>CLASSIFICATION</u>	<u>Present Hourly Rate of Pay</u>	<u>October 1, 1961</u>	<u>October 1, 1962</u>
Messengers	\$2.87	\$2.99	\$3.07
Drivers	2.68	2.80	2.88
Tellers	2.68	2.80	2.88
Guards	2.56	2.68	2.76
Building Maintenance Men	2.56	2.68	2.76

Section 1.2 The above scale of wages shall apply to the first forty (40) hours of work in any week. All hours worked in excess of forty (40) hours in any week shall be deemed over-time and paid for at one and one-half (1½) times the regular hourly wage rates set forth above. All hours worked in excess of eight (8) in any day by regular full time employees shall be deemed over-time and paid for at one and one-half (1½) times the regular hourly wage rates set forth above provided, however, that over-time in any case shall be paid on a daily or weekly basis, whichever is greater, but not for both.

Section 1.3 Regular full time employees shall be guaranteed forty (40) hours of work in five (5) days or less per week or the equivalent thereof in pay.

Section 1.4 All part time and extra employees shall be paid the same rate of pay as regular full time employees in accordance with their classification of work.

Section 1.5 The Employer shall designate which of the five (5) days of the week the employee shall work, but the Employer shall give senior employees preference in so designating available days off.

Section 1.6 The Employer shall be privileged but not obligated to work employees on their scheduled day off. In the event it shall be necessary to assign employees to work on his day off, he shall be paid therefore at one and one-half (1½) times the regular hourly wage rate and the hours so worked shall not be added in the accumulated hours of work for that week.

Section 1.7 Regular full time employees shall be guaranteed a minimum of six (6) hours of work or the equivalent thereof in pay for each daily report for work, Monday through Saturday. Part time employees shall be guaranteed three (3) hours of work or the equivalent thereof in pay for each daily call to work.

Section 1.8 Any employee who shall be recalled to perform special night work after having left the premises and completed his assignment of work for that day, shall be guaranteed a minimum of three (3) hours of work or the equivalent thereof in pay and shall be paid therefore at one and one-half (1½) times the hourly wage rate applicable to his classification. Such work shall not be included in the accumulated hours of work for that week and shall not apply against the weekly guaranteed hours. Except as herein provided, there shall be no split shifts.

Section 1.9 The regular work week shall be Monday through Friday. Employees who work on Saturday shall be used in the order of their seniority by classification. All time worked on Saturday shall be at the rate of time and one-half (1½). Present weekly earnings for forty two (42) hours shall be paid for forty (40) hours and all hours worked over forty (40) shall be paid for at the rate of time and one-half (1½).

Section 1.10 All employees working part time shall be guaranteed three (3) days' work per week.

Section 1.11 It is further agreed that all regular full time employees shall receive five (5) sick leave days with full pay per year.

In the event that any or all of the five (5) days are not used in any one (1) year, they shall be accumulative.

Section 1.12 If any employees' services are terminated for any reason whatsoever except for theft or dishonesty, the accumulative sick leave pay shall be paid to the employee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_.  
                        

COMPANY:

\_\_\_\_\_

By \_\_\_\_\_

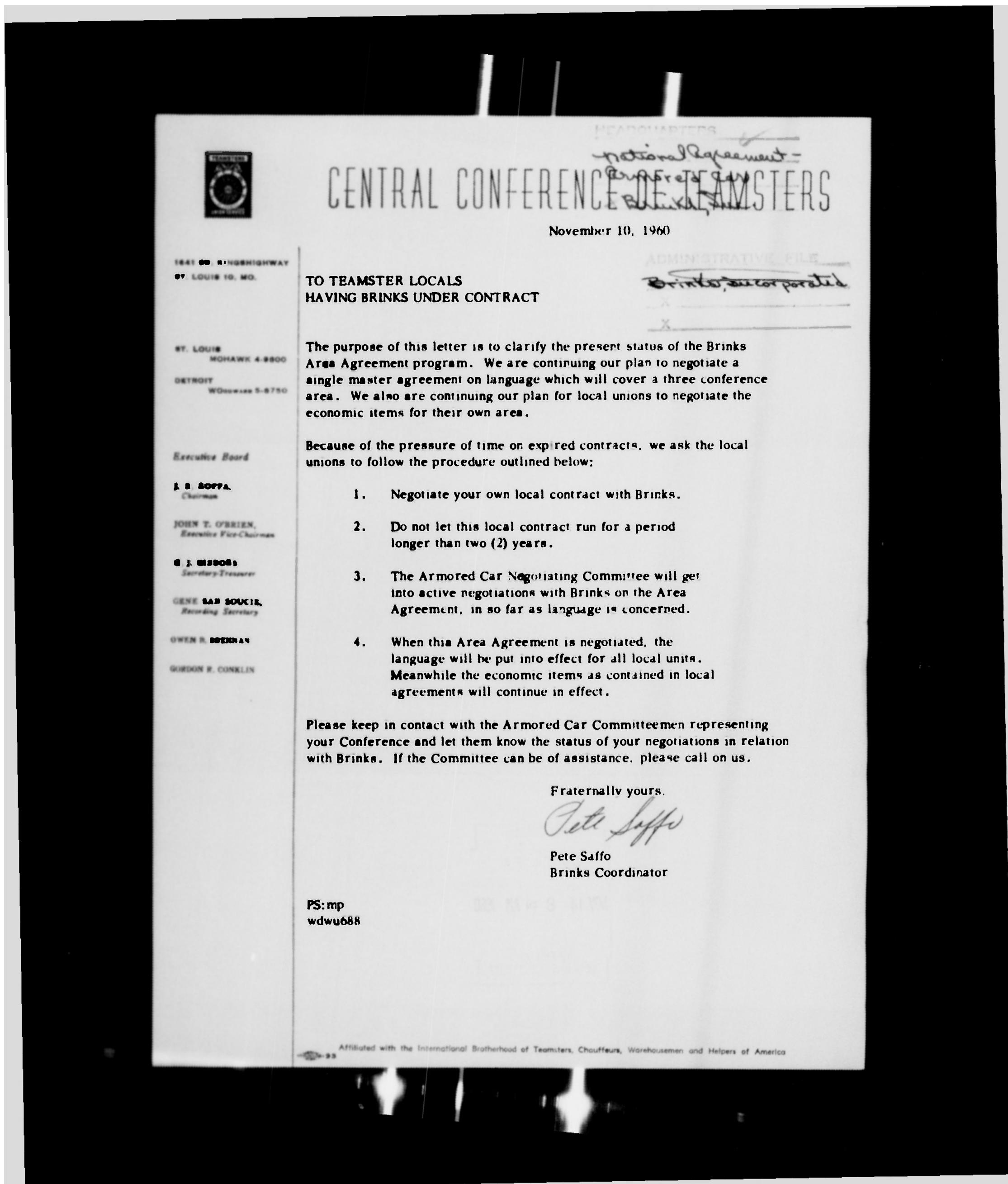
\_\_\_\_\_

UNION:

LOCAL UNION NO. \_\_\_\_\_, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

By \_\_\_\_\_

\_\_\_\_\_



Central Conference of Teamsters  
1641 So. Kingshighway St. Louis 10, Mo.

MEMORANDUM

To: Mr. James R. Hoffa  
Subject: Brinks, Inc.  
From: Pete Saffo  
Date: November 7, 1960

ADMINISTRATIVE FILE

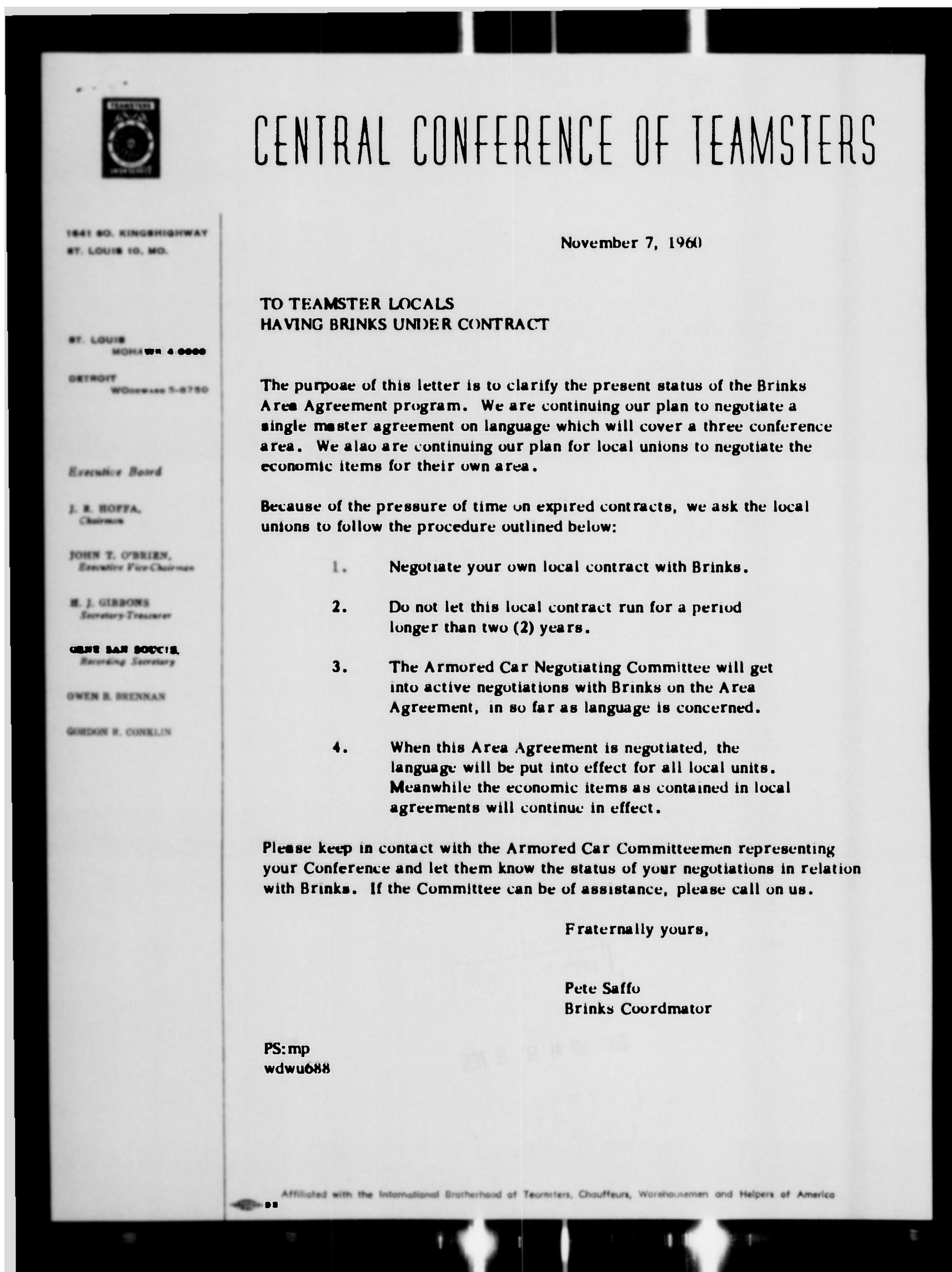
Brinks

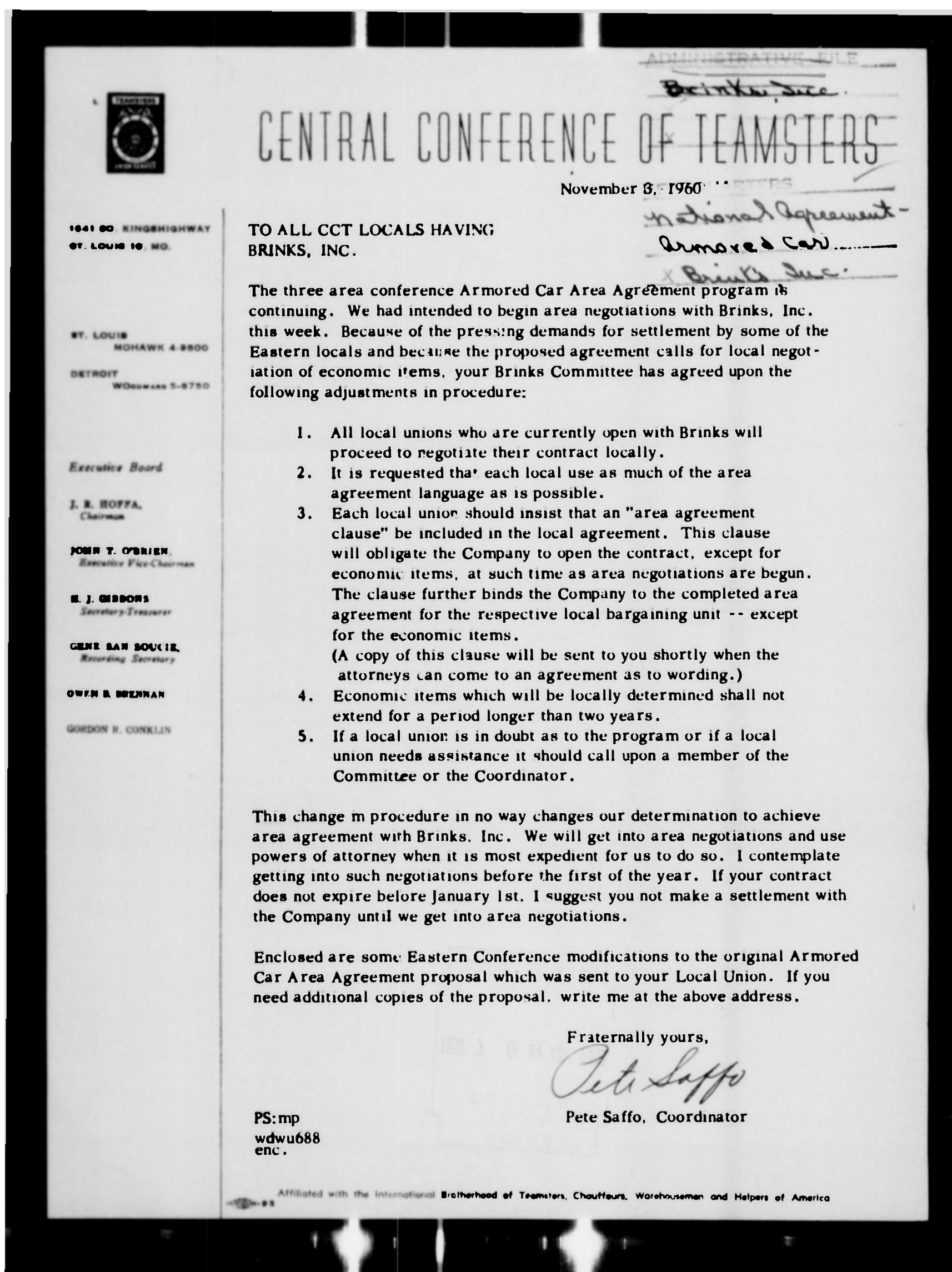
URGENT

- Immediate Action
- For Your Information
- Discuss With Me
- Comment and Return
- Confidential
- Report Requested

Enclosed is a letter which I propose to send to all Local Unions having a contract with Brinks, Incorporated. Will you please look it over and determine whether or not it fits our plans for this Area Agreement.

HEADQUARTERS  
National Agreement -  
Armored Car  
X Brinks, Inc.





OCTOBER 11, 1960

MODIFICATIONS TO UNION PROPOSAL

EASTERN - CENTRAL - SOUTHERN

TEAMSTERS AREA

ARMORED CAR AGREEMENT

"Union proposal submitted \_\_\_\_\_, 1960.

The Union reserves the right to make such additions,  
corrections, and amendments to this proposal as it  
may deem proper during the course of negotiations."

Introductory Clause      Add "Puerto Rico"

Article 2      Union Shop and Dues

Section 2.1 (e)      In the last sentence after the word "apply" delete the balance of the sentence and substitute with "such clause shall be negotiated by the Area Committee."

Subsection (e)      Delete sections 1, 2 and 3.

Article 3      Stewards

    Change the first sentence to read as follows: "The employer recognizes the right of the principal officer of the Union to designate and remove Job Stewards and Alternates in the method determined by Local Union practice."

Article 6      Maintenance of Standards

Section 6.1      In the first sentence after the word "differentials" add "fringe benefits."

Section 6.4      First sentence change the word "is" to "in."

Article 7      Joint Area Committee

Section 7.1      Change the word "Company" to "Companies" in each instance in which it appears in this Section.

Section 7.2 (e)      After the word "addenda" add "upon the approval of the Local Unions party to this Agreement."

Article 8      Disputes, Grievances and Union Liability

Section 8.1 (b)      Change "seven (7) days" to "fifteen (15) days" in both instances in which it appears in this subsection.

Section 8.1 (g)      Delete the last sentence.

Section 8.3      Delete this entire section. "This subject matter will be covered in the Local Union Addenda."

Article 12      Discharge or Suspension

Section 12.1      Delete the last paragraph.

Article 15      Examinations and Identification Fees

Section 15.1      In the first sentence after the word "physical" delete "mental or other."

Article 16      Uniforms and Equipment

In the first line after the word "pay" delete the word "for" and add "and renew as needed"

Following the word "shirts" add "shoes"

Article 17      Compensation Claims

Make present paragraph "17.1" and add new paragraph "17.2" as follows:  
"Any regular full time employee who shall sustain injuries while at work for the Employer which are compensable under the Workmen's Compensation Act shall be paid by the Employer as follows:

"Commencing on the third day of absence and continuing through the fourteenth (14) day of absence said employee shall be paid his full earnings for the guaranteed work week and shall receive an amount of compensation to which the employee is entitled under the Workmen's Compensation Act. In the event any such employee be absent as a result of such injuries in excess of fourteen (14) days, then full payment shall be made from the first day of such absence, and such employee shall after the 14th (14) day of absence be paid sixty per cent (60%) of his earnings for the guaranteed work week less the amount of compensation to which said employee is entitled under the Workmen's Compensation Act; provided, however, that the payment above described shall be made for a maximum over-all period of twenty-six (26) weeks or until he returns to work, whichever occurs first."

Article 19      Defective Equipment

On last line change "June" to "May" and add "Section 19.2" as follows:  
"Upon proper notification the Union shall have the right to inspect all equipment of the Company they deem unsafe at any time."

Article 20      Pay Period

Delete the third sentence which reads: "All other employees shall be paid at the end of the working period."

Article 22      Local Addenda

Section 22.1      First sentence following the word "hours" add "fringe benefits"

Section 22.3      In the third sentence add period following the word "issues" and delete "such decision to be final and binding between the parties."

Section 22.4      In the last line following the word "units" add "by the Local Union"

Article 23      Vacations

Section 23.1      Delete the word "regular" in each instance in which it appears in this section.

Section 23.2      Add "leave of absence and sick leave shall be considered as time worked in computing vacations."

Section 23.3      Add "however, in no event shall a regular full time employee receive less than the equivalent forty (40) hours pay for each week of earned vacation."

Section 23.4      Delete this entire section and substitute with "The vacation period in each year shall be determined by each respective Local Union."

Section 23.5      In the first line delete the word "regular"

Section 23.6      Second line delete "regular full time"

Section 23.8      In the first sentence after the word "any" delete the word "regular"  
In the second sentence after the word "other" delete the word "regular"  
The word "sisection" is misspelled. Change to "selection"

Article 30      Funeral Pay

After the phrase "he shall" add "if he chooses"

Article 31      Severance Pay

Change the word "dismissed" to the word "terminated"

Article 34      Regular Part-Time Employees

Delete the word "regular"

Change the last sentence to read. "All fringe benefits set forth in this Agreement and its addenda shall apply to all employees."

Central Conference of Teamsters  
1641 So. Kingshighway St. Louis 10, Mo.

To: James R. Hoffa  
IBT

Subject: Brink's, Inc.  
From: Pete Saffo

Date: October 13, 1960

MEMORANDUM

*Brink's Incorporated*

- URGENT  
 Immediate Action  
 For Your Information  
 Discuss With Me  
 Comment and Return  
 Confidential  
 Report Requested

The attached memorandum was sent to all Locals in the Central Conference having Armored Car Agreements.

HEADQUARTERS

*National Agreement -  
Armored Car  
X Brink's, Inc.*

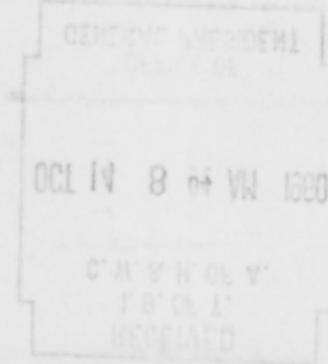
Central Conference of Teamsters  
1641 So. Kingshighway St. Louis 10, Mo

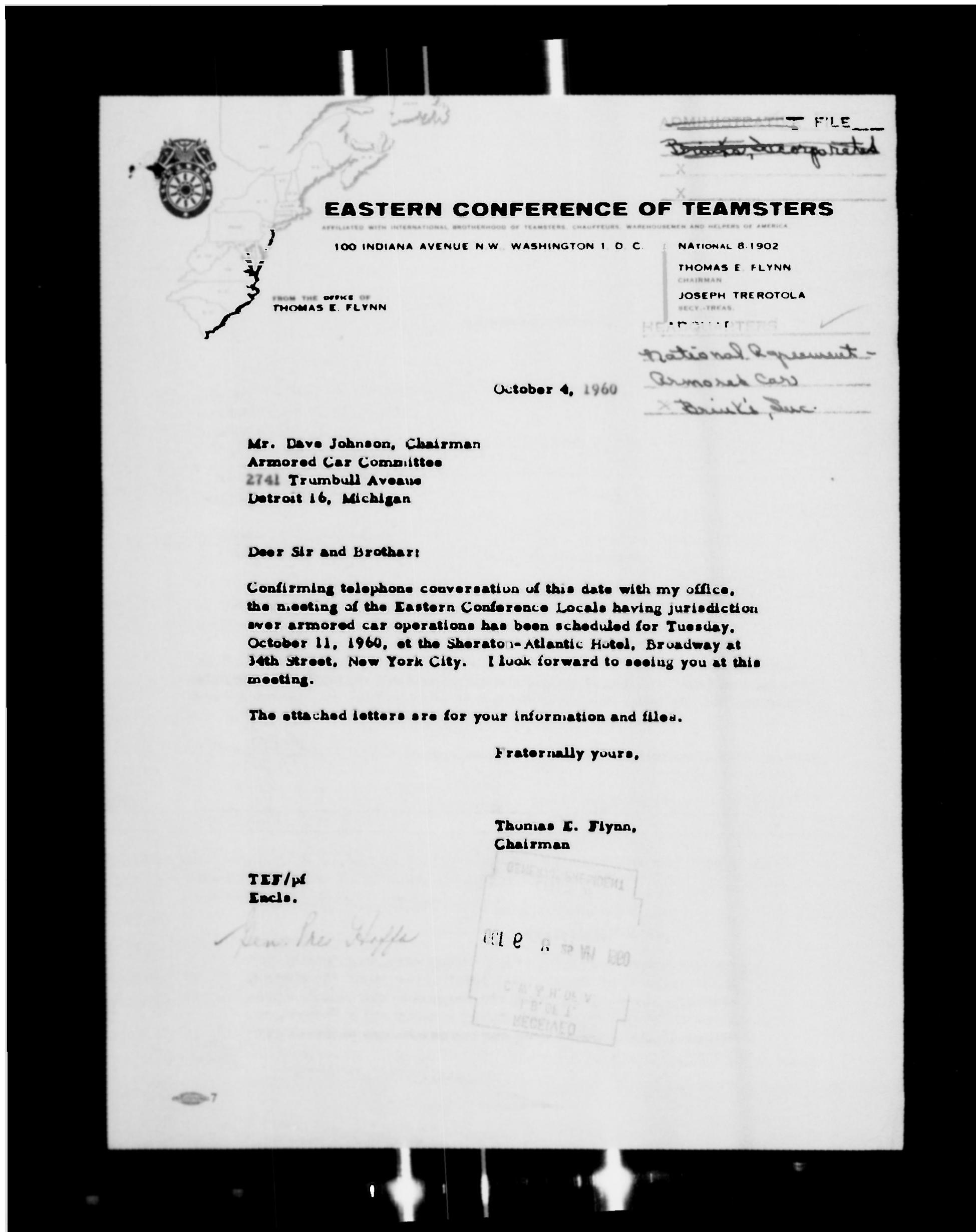
MEMORANDUM

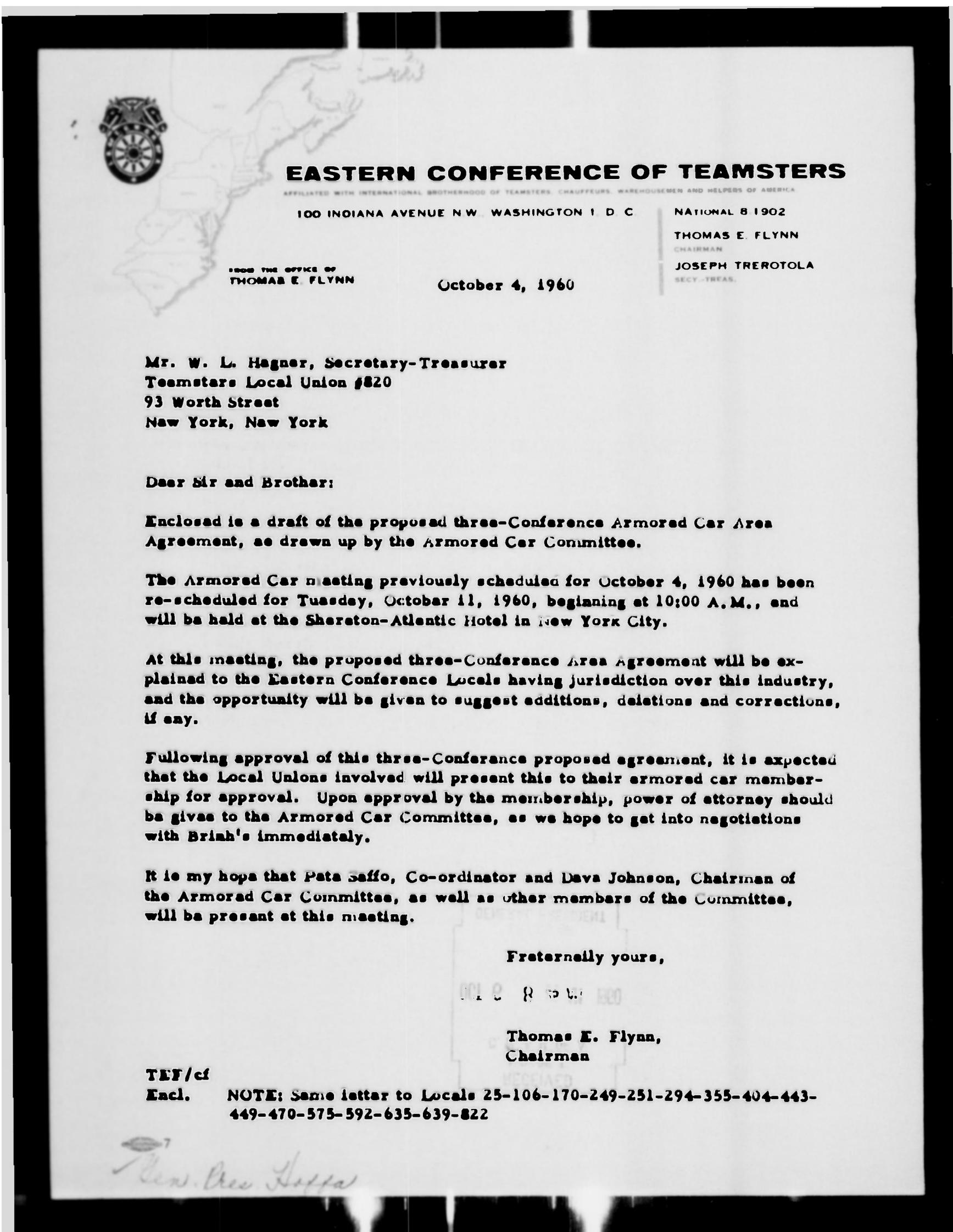
- URGENT
- Immediate Action
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- Discuss With Me
- Comment and Return
- Confidential
- Report Requested

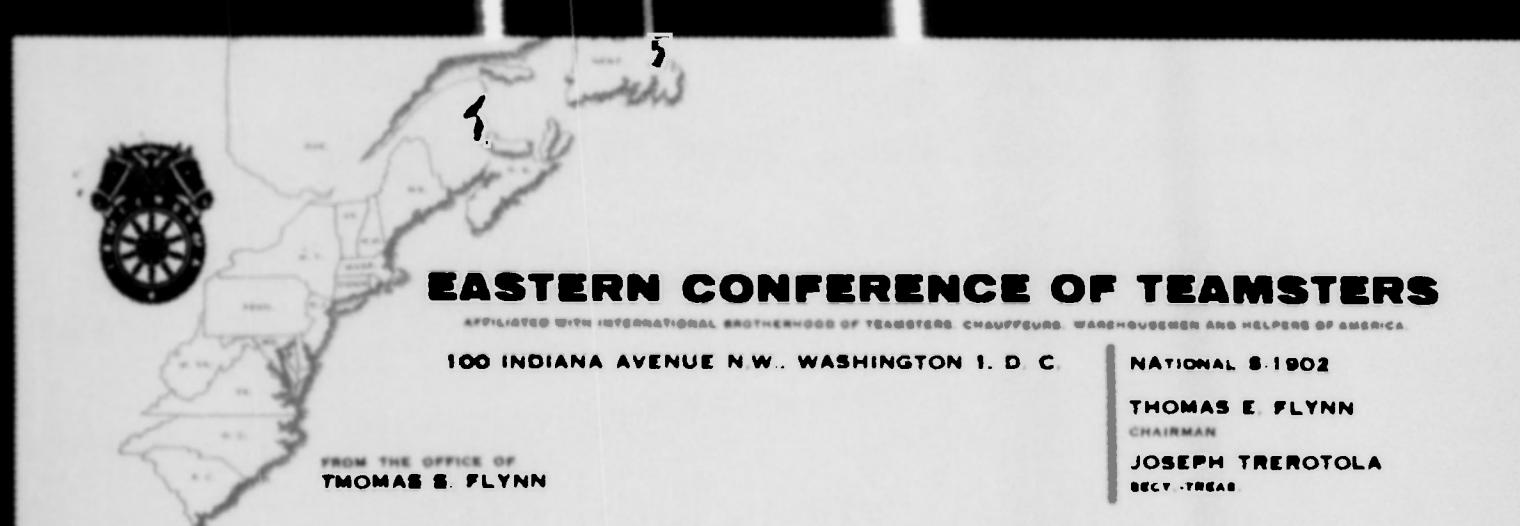
To: David O. Sark Subject: Brink's, Inc.  
Local 725 From: Pete Saffo  
Date: October 12, 1960

I would appreciate receiving any demands your Local might have on the Brink's Area Agreement Proposal. We plan to go into negotiations with the Company within the next ten days.









October 4, 1960

TO: ALL LOCAL UNIONS AND JOINT COUNCILS HAVING JURISDICTION OVER ARMORED CAR OPERATIONS

Dear Sir and Brother:

The armored car meeting previously scheduled for October 4, 1960 has been re-scheduled for Tuesday October 11, 1960, beginning at 10:00 A.M., and will be held at the Sheraton-Atlantic Hotel in New York City.

A proposed three-Conference Area Agreement has been drafted by the Armored Car Committee and will be reviewed for approval by the Eastern Conference Locals having jurisdiction over armored car operations. Opportunity will be given for suggested additions, deletions, or corrections, if any.

Upon approval, it is expected that the Local Unions involved will present the proposal to their respective armored car membership. After approval by the members, power-of-attorney should be given to the Armored Car Committee as soon as possible, in order that negotiations might get underway to bring all armored car operations under the three-Conference Area Agreement.

It is my hope that Pete Saffo, the Co-ordinator, and Dave Johnson, Chairman of the Armored Car Committee, along with other members of the Committee will be in attendance at this meeting.

It is suggested that you call the hotel direct for any accommodations that you may need.

Fraternally yours,

Thomas E. Flynn  
Chairman

TEF/Cfj

POWER OF ATTORNEY

(Date) \_\_\_\_\_

(City and State) \_\_\_\_\_

Teamsters Local Union No. \_\_\_\_\_, which is participating in the negotiation of the Eastern, Central and Southern Teamsters Area Armored Car Agreement, hereby appoints and designates the Negotiating Committee selected from representatives of Local Unions participating in these negotiations to represent said Local Union No. \_\_\_\_\_ in the forthcoming negotiations of said Agreement with their employers covering wages, hours and conditions of employment.

The Negotiating Committee is to negotiate with the representatives of the employers and is hereby authorized to bargain, negotiate and otherwise deal with such employers.

Teamsters Local Union No. \_\_\_\_\_ hereby authorizes the Negotiating Committee to do all things which the Local Union can do in such collective bargaining with the proviso that a majority of the members of the Negotiating Committee must vote to adopt a proposal for submission to the membership involved for their acceptance. If a majority of the votes cast by the Local Union members covered by the Eastern, Central and Southern Teamsters Area Armored Car Agreement are voted to accept the agreement, then such agreement shall be binding on all Local Unions and their members. Until the agreement is made binding in this manner, no single Local Union shall be bound by it, in accordance with Article XV, Section 7(c) of the Constitution of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

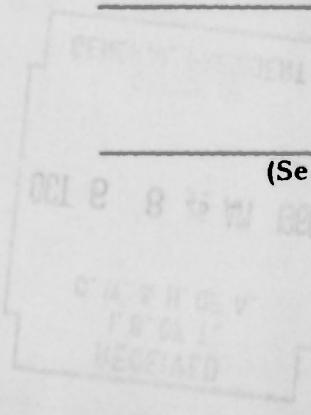
This authorization shall be in full force and effect until the binding agreement is effected.

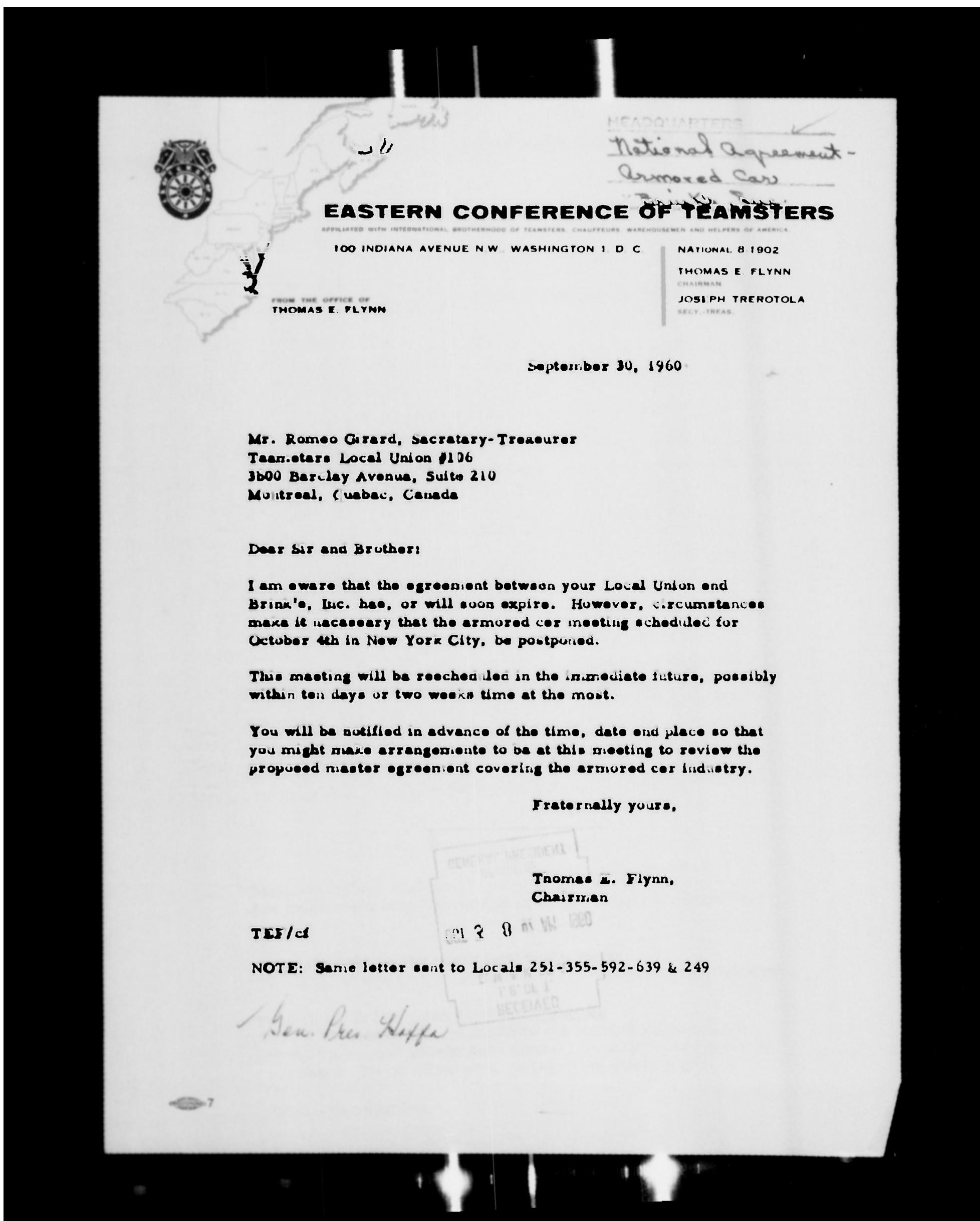
By Local Union \_\_\_\_\_

(President) \_\_\_\_\_

(Secretary-Treasurer) \_\_\_\_\_

LOCAL UNION  
SEAL





Mr. Romeo Gerard, Secretary-Treasurer  
Teamsters Local Union #106  
3600 Barclay Avenue, Suite 210  
Montreal, Quebec, Canada

Dear Sir and Brother:

I am aware that the agreement between your Local Union and Brink's, Inc. has, or will soon expire. However, circumstances make it necessary that the armored car meeting scheduled for October 4th in New York City, be postponed.

This meeting will be rescheduled in the immediate future, possibly within ten days or two weeks time at the most.

You will be notified in advance of the time, date and place so that you might make arrangements to be at this meeting to review the proposed master agreement covering the armored car industry.

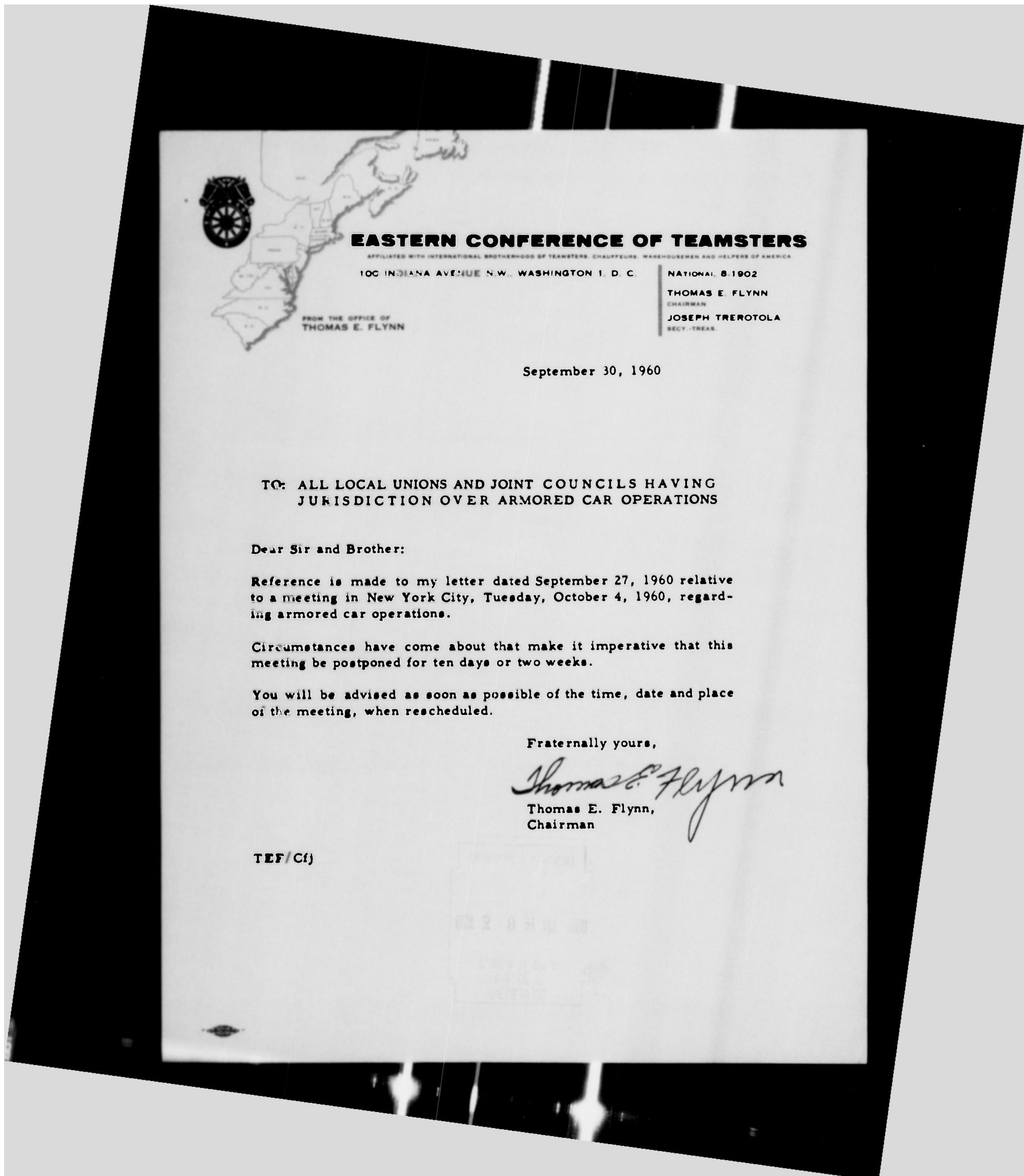
Fraternally yours,

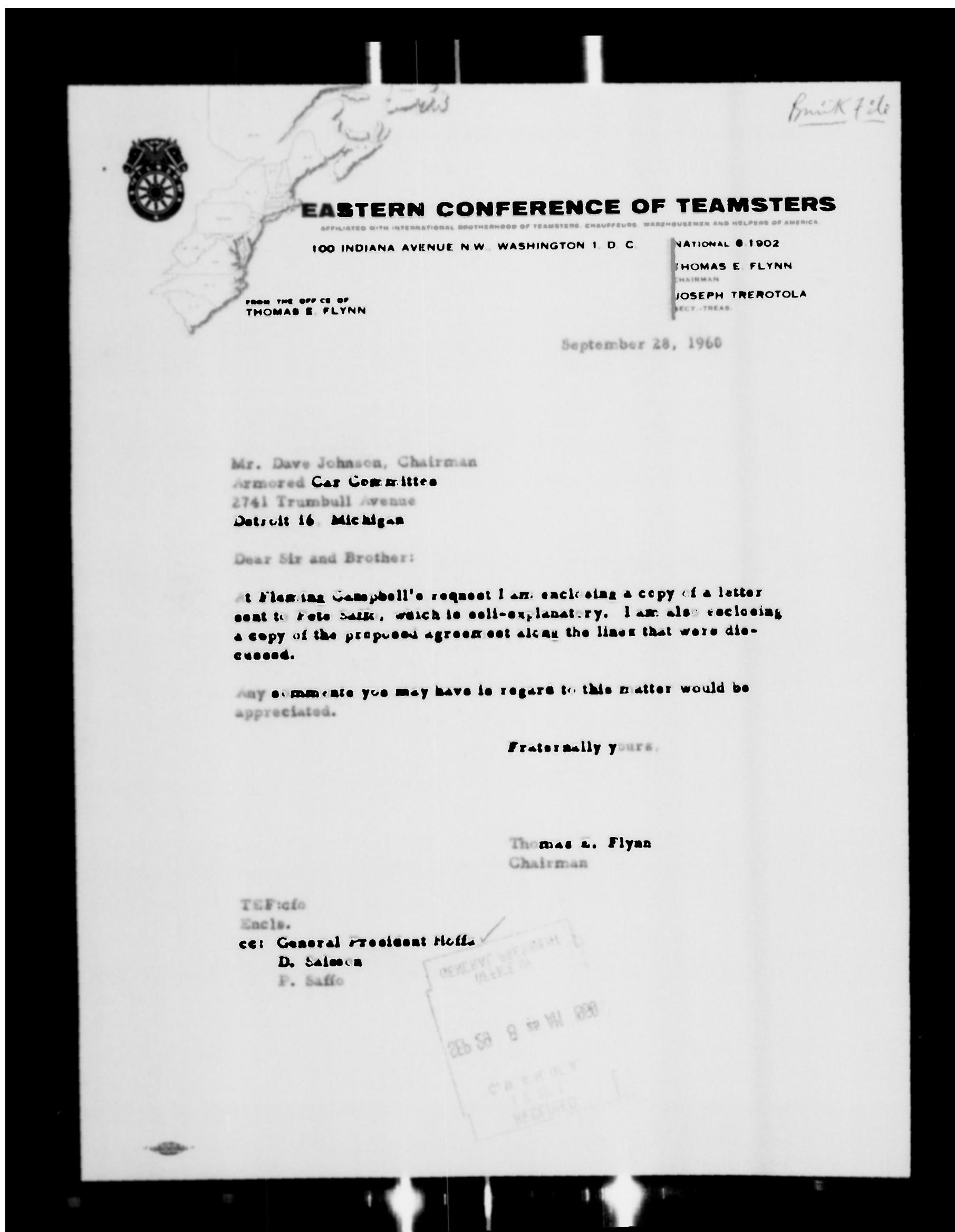
Thomas E. Flynn,  
Chairman

TEF/cf

NOTE: Same letter sent to Locals 251-355-592-639 & 249

Gen. Sec. Haffer







## EASTERN CONFERENCE OF TEAMSTERS

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

100 INDIANA AVENUE NW WASHINGTON 1, D. C.

FROM THE OFFICE OF  
THOMAS E. FLYNN

HEADQUARTERS  
National Agreement-  
Armored Cars  
Brink's Inc.

NATIONAL S 1902  
THOMAS E. FLYNN  
CHAIRMAN  
JOSEPH TREROTOLA  
SECY.-TREAS.

September 28, 1960

Mr. Pete Saffo, Co-ordinator  
Armored Car Committee  
1661 South Kingshighway  
St. Louis 16, Missouri

HEADQUARTERS  
National Agreement-  
Armored Cars  
Brink's Inc.

Dear Sir and Brother:

We have taken the liberty of reworking the proposed Armored Car Agreement along the lines discussed last week in Chicago. Several copies of this proposal are enclosed for you and Dave Salma to review and/or to make proper changes, deletions or additions as you see fit.

It is important that this matter be given immediate attention inasmuch as there are at present six Brink's agreements open here in the East. The Locals involved are becoming uneasy over the delay in negotiations.

Please let us hear from you as soon as humanly possible in this regard.  
Eastern Conference of Teamsters  
100 Indiana Ave., N. W.  
Washington, D. C.

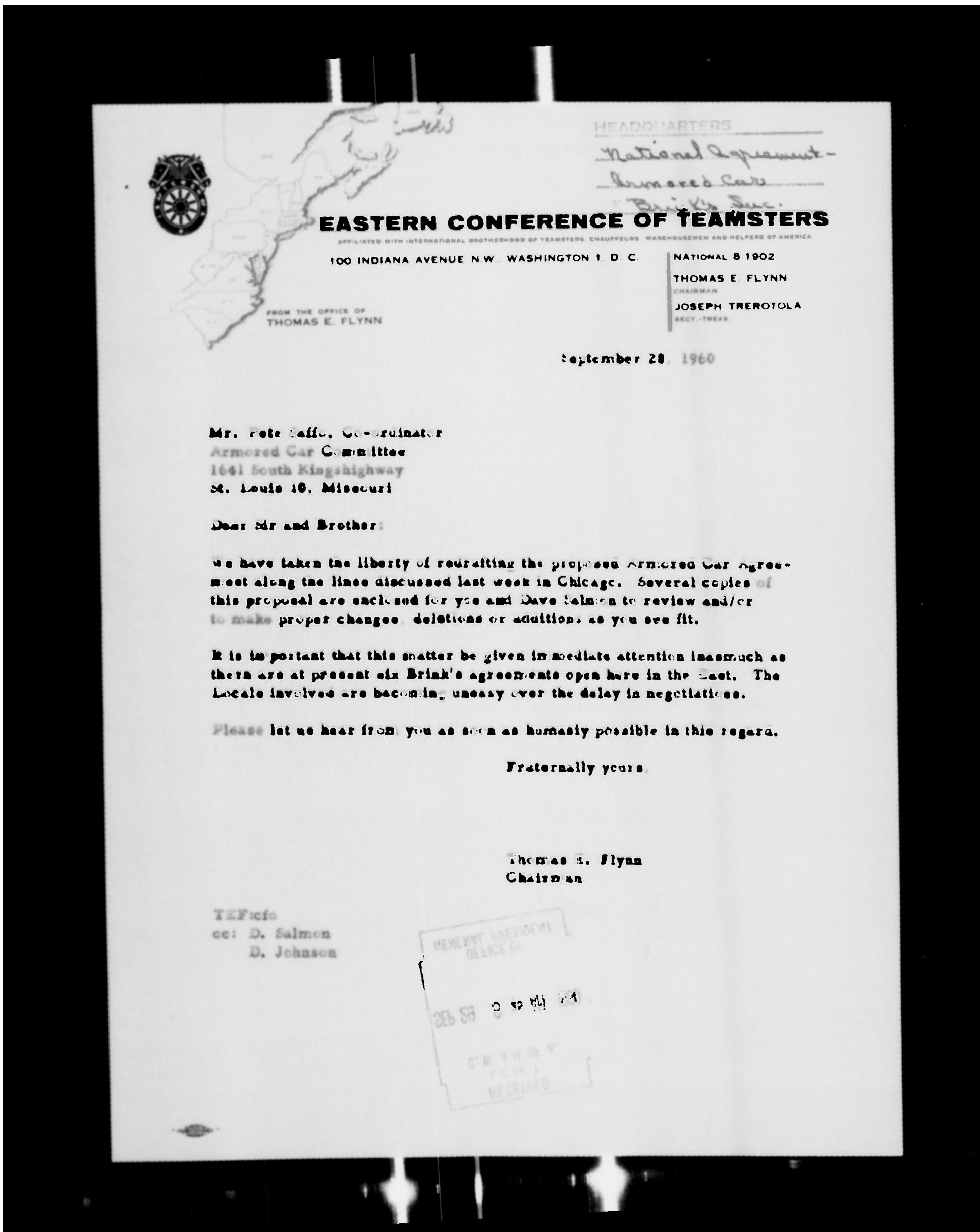
Dear Sir and Brother:

This is to advise you on Thomas E. Flynn  
a national Brink's Counter Chairman on Eastern Conference  
contract so leave the negotiations to those who are  
involved in it; namely, Dave Johnson and Pete Saffo who  
will call the meeting when necessary, arrange for negotiations  
cc: D. Salma and complete negotiations.  
D. Johnson

2658 8 1/2 X 11 800  
Fraternally yours,  
C. R. HOFFA  
RECEIVED  
J. Hoffa

James R. Hoffa  
General President

JRR/yk



HEADQUARTERS  
National Agreement -  
Armored Car  
Brink's Inc.

September 28, 1960

Mr. Thomas E. Flynn, Chrm.  
Eastern Conference of Teamsters  
100 Indiana Ave., N. W.  
Washington, D. C.

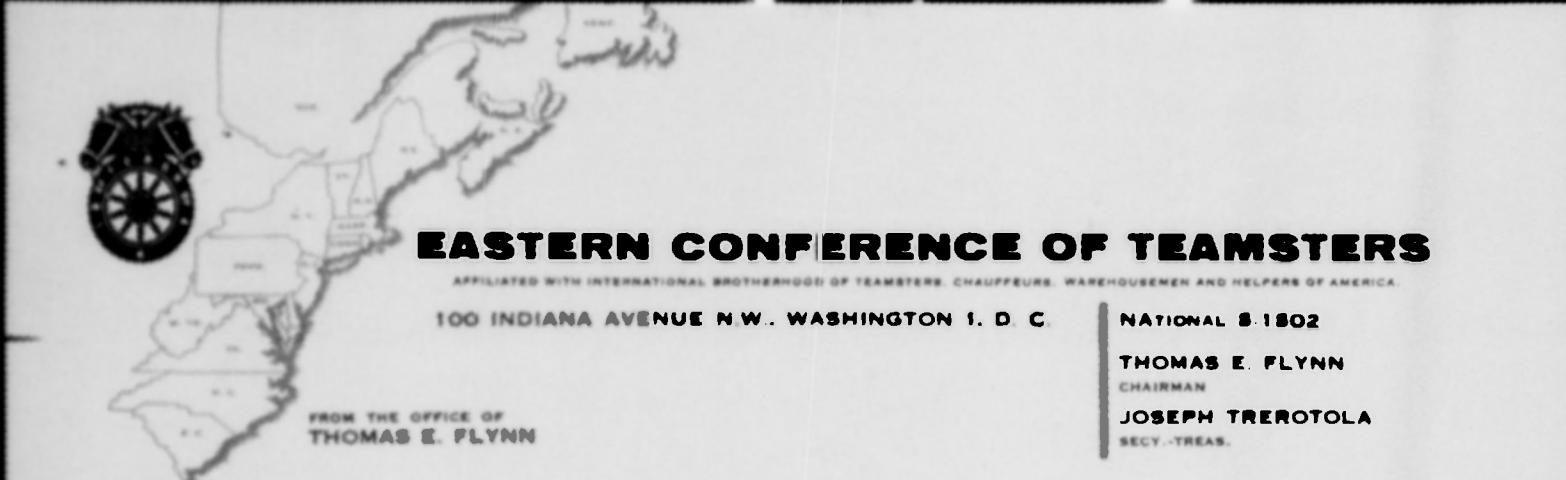
Dear Sir and Brother:

This is to advise you once and for all there is going to be  
a national Brink's contract, not an Eastern Conference  
contract or leave the negotiations to those who are  
involved in it; namely, Dave Johnson and Pete Saffo who  
will call the meeting when necessary, arrange for negotiations  
and complete negotiations.

Fraternally yours,

James R. Hoffa  
General President

JRH/yk



FROM THE OFFICE OF  
THOMAS E. FLYNN

NATIONAL S-1502  
THOMAS E. FLYNN  
CHAIRMAN  
JOSEPH TREROTOLA  
SECY.-TREAS.

September 27, 1960

**TO: ALL LOCAL UNIONS AND JOINT COUNCILS HAVING  
JURISDICTION OVER ARMORED CAR OPERATIONS**

Dear Sir and Brother:

There will be a meeting at the Sheraton-Atlantic Hotel in New York City on Tuesday, October 4, 1960, beginning at 10:00 A.M., in regard to the proposed Armored Car Agreement.

It is imperative that we have a good turnout at this meeting, especially among those Local Unions having contracts with Brink's, as a number of these agreements are now open.

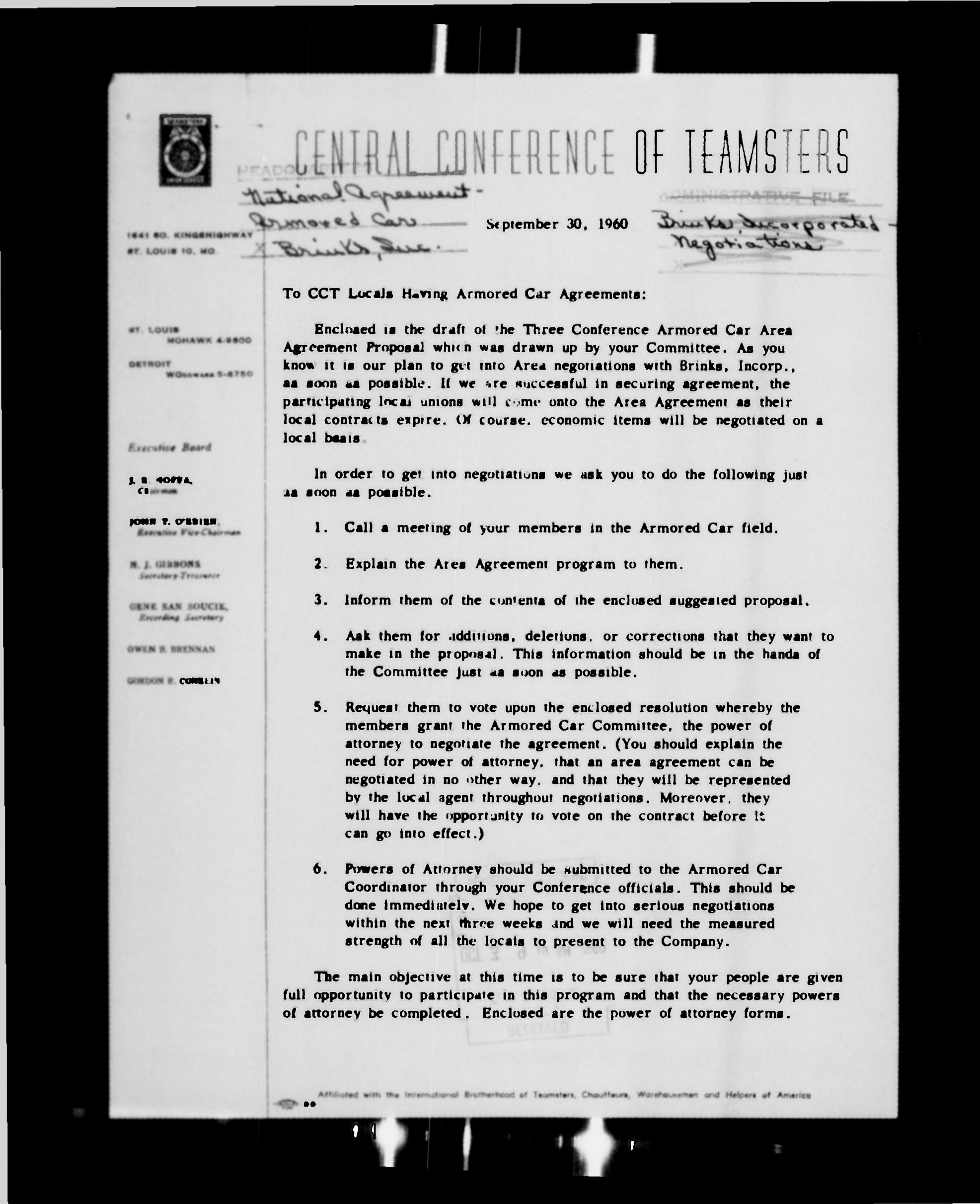
A proposal has been drafted along the lines discussed in Chicago last week, where the Armored Car Committee met for the purpose of working out a master agreement to cover this industry.

The Sheraton-Atlantic Hotel is reserving a block of rooms for the evening of Monday, October 3, 1960. I suggest that you call the hotel direct for any accommodations that you may need.

Fraternally yours,

*Thomas E. Flynn*  
Thomas E. Flynn,  
Chairman

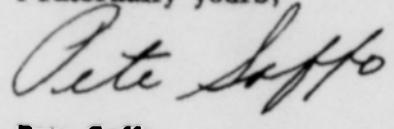
TEF/cf



Page 2

Thank you for your efforts in this program and with your continued support, the Area Agreement will soon be achieved.

Fraternally yours,



Pete Saffo  
Coordinator Armored Car

PS:rw  
encl  
wdwa688



**RESOLUTION**

Date \_\_\_\_\_  
For \_\_\_\_\_  
Vote:Against \_\_\_\_\_

**WHEREAS.**

business corporations are becoming larger and more widespread in their operations, and

**WHEREAS,**

these corporations are placing isolated local union bargaining at a serious disadvantage, and

**WHEREAS.**

the Teamster Union can best offset this disadvantage by banding together in bargaining efforts; and

**WHEREAS,**

the Landrum Griffin Law discourages, and in many instances prohibits inter local union cooperation; and

**WHEREAS,**

common termination date and area agreements permit full cooperation under the law; and

**WHEREAS,**

Teamster area agreements have resulted in tremendous gains for the members involved without a loss in local conditions; and

**WHEREAS.**

the Constitution of the International Union requires that no local union shall suffer any economic loss as the result of an area agreement without its specific consent; and therefore

**BE IT RESOLVED.**

that the Teamster member employees of \_\_\_\_\_ (industry or company) of Teamster Local \_\_\_\_\_ do hereby constitute, make and appoint the Eastern, Central and Southern Armored Car Committee, the true and lawful attorney-in-fact for said Local Union in its name, place and stead, granting unto said attorney-in-fact full and complete power and authority to negotiate for and in behalf of said Local Union, a collective bargaining agreement, or agreements, between said Local Union and \_\_\_\_\_.

Said attorney-in-fact is further given full power and authority to conclude such contracts, together with supplements or addenda thereto as fully and finally as if negotiated and executed by duly authorized agents or officers of said Local Union; provided, however, that such contract shall not become binding and effective upon the Local Unions involved in such negotiations, and their members, until approved by a majority of the votes cast by members of the Local Unions covered by such contract.

## **POWER OF ATTORNEY**

**STATE OF** \_\_\_\_\_ )  
**COUNTY OF** \_\_\_\_\_ )

**KNOW ALL MEN BY THESE PRESENTS.**

That the undersigned, by virtue of authority vested in them by LOCAL UNION NO. \_\_\_\_\_  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA**, do hereby constitute, make and appoint the Eastern, Central,  
Soothera Teamster Armored Car Committee, the true and lawful attorney-in-fact for said  
Local Union in its name, place and stead, granting unto said attorney-in-fact full and complete  
power of authority to negotiate for and in behalf of said Local Union, a collective bargaining  
agreement, or agreements, between said Local Union and

Said attorney-in-fact is further given full power and authority to conclude such contracts, together with supplements or addenda thereto as fully and finally as if negotiated and executed by duly authorized agents or officers of said Local Union; provided, however, that such contract shall not become binding and effective upon the Local Unions involved in such negotiations, and their members, until approved by a majority of the votes cast by members of the Local Unions covered by such contract.

**IN WITNESS WHEREOF** we have hereunto set our hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 1960.

President

(SBAU)

#### **OF THE LOCAL UNION**

**SECRETARY-TECHNICIAN**

PROPOSAL

EASTERN - CENTRAL - SOUTHERN

TEAMSTER AREA

ARMORED CAR AGREEMENT

"Union proposal submitted \_\_\_\_\_, 1960.

The Union reserves the right to make such additions,  
corrections, and amendments to this proposal as it  
may deem proper during the course of negotiations."

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**PROPOSAL**

**EASTERN - CENTRAL - SOUTHERN**

**TEAMSTER AREA**

**ARMORED CAR AGREEMENT**

for the period of

, 1960 to \_\_\_\_\_

in the following territory:

<u>U. S. A. - States</u>			<u>CANADA - Provinces</u>
Alabama	Maine	Ohio	Quebec
Arkansas	Maryland	Oklahoma	Ontario
Connecticut	Massachusetts	Pennsylvania	Manitoba
Delaware	Michigan	Rhode Island	Nova Scotia
District of Columbia	Minnesota	South Carolina	New Brunswick
Florida	Mississippi	South Dakota	Newfoundland
Georgia	Missouri	Tennessee	Prince Edward Island
Illinois	Nebraska	Texas	
Indiana	New Hampshire	Vermont	
Iowa	New Jersey	Virginia	
Kansas	New York	West Virginia	
Kentucky	North Carolina	Wisconsin	
Louisiana	North Dakota		

and operations out of and into the above mentioned territory.

The \_\_\_\_\_  
(Company)

hereinafter referred to as the Employer, or the Company,

and

Local Unions having jurisdiction over Armored Car operations who are affiliated with the Eastern, Central and Southern Conferences of Teamsters and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1                    SCOPE OF AGREEMENT

Section 1.1                Operations Covered                The execution of this Agree-

ment on the part of the Employer shall cover all operations of the Employer, within,  
into, and out of the Area and Territory described above.

Section 1.2                Employees covered                The employees covered

by this Agreement shall include any and all employees of the Employer employed  
directly by and/or under the supervision and control of the Employer within the juris-  
diction of the Union.

Section 1.3                Transfer of Company Title or Interest                This Agreement

shall be binding upon the parties hereto, their successors, administrators, executors  
and assigns. In the event an entire operation is sold, leased, transferred or taken over  
by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such  
operation shall continue to be subject to the terms and conditions of this Agreement  
for the life thereof. On the sale, transfer or lease of an individual run or runs, only  
the specific provisions of this Contract, excluding supplements or other conditions,  
shall prevail. It is understood by this Section that the parties hereto shall not use any  
leasing device to a third party to evade this Contract. The Employer shall give notice  
of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc.,  
of the operation covered by this Agreement or any part thereof. Such notice shall be  
in writing with a copy to the Union not later than the effective date of sale.

Section 1.4                Riders                Riders or supplements to this Agreement

providing for better wages, hours and working conditions, which have previously been  
negotiated by Local Unions and Employers affected and put into effect, shall be con-  
tinued. No new riders or supplements to this Agreement shall be negotiated by any of  
the parties hereto.

ARTICLE 2                    UNION SHOP AND DUES

Section 2.1                (a) The Employer recognizes and acknowledges that the

Local Union is the exclusive representative of all employees in the classifications of  
work covered by this Agreement for the purposes of collective bargaining.

(b) All present employees who are members of the Local  
Union on the effective date of this subsection shall remain members of the Local Union  
in good standing as a condition of employment. All present employees who are not mem-  
bers of the Local Union and all employees who are hired hereafter shall become and  
remain members in good standing of the Local Union as a condition of employment on  
-1-

and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date upon which a local bargaining unit becomes party to this Master Agreement, whichever is the later.

(c) When the Employer needs additional men he shall give the Local Union equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Local Union.

(d) No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

(e) If any provision of this Article is invalid under the law of any state wherein this Contract is executed, such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If an agency shop clause is permissible in any State where the other provisions of this Article cannot apply, the following Agency Clause shall prevail:

1. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

2. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard as to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit and the Union has been certified. Accordingly, it is fair that each employee in the bargaining unit, pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

3. In accordance with the policy set forth under sub-paragraph (1) and (2) of this Section 2.1 (e), all employees shall as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For existing employees, such payments shall commence thirty-one (31) days following the date of execution of this Agreement and for new employees, the payment shall start thirty-one (31) days following the date of employment.

If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

(f) In those instances where subsection (b) hereof may

not be validly applied, the Employer agrees to recommend to all employees that they become members of the Local Union and maintain such membership during the life of this Agreement, to refer new employees to the Local Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Contract.

(g) To the extent such amendments may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended to embody the greater union security provisions contained in such determination, or to apply or become effective in situations not now permitted by law.

(h) Nothing contained in this Section shall be construed so as to require the Employer to violate any applicable law.

Section 2.2 A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty-day trial basis, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against union members. After thirty days the employee shall be placed on the regular seniority list.

In case of discipline within the thirty-day period, the Employer shall notify the Local Union in writing.

Section 2.3 The Employer agrees to deduct from the pay of all employees covered by this Agreement dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 3 STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates.

The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of the collective

bargaining agreement;

(b) The collection of dues when authorized by appropriate

local union action;

(c) The transmission of such messages and information

which shall originate with; and are authorized by the

local union or its officers, provided such messages

and information

1. have been reduced to writing, or,
2. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

#### ARTICLE 4      ABSENCE

##### Section 4.1      Time Off for Union Activities      The Employer agrees

to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 4.2      Leave of Absence      Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods, not to exceed ninety (90) days. Permission for same must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply

with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either the Local Union or the Employer.

ARTICLE 5                  SENIORITY

Section 5.1      Seniority rights for employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, or more than a two-year lay-off. In the event of a lay-off, an employee so laid off shall be given two weeks' notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two weeks, he shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. Stewards shall be granted super-seniority for all purposes, including lay-off, rehire, bidding and job preference, if requested by the Local Union within sixty (60) days after the effective date of this Agreement; but only one (1) steward shall have super-seniority for such purposes. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the joint grievance procedure (Article 8).

Branch seniority, as measured by length of service, shall prevail, excepting in those instances where the Employer and the Unions involved agree to the contrary.

The Local Union and the Employer shall agree, subject to the approval of the Joint Area Committee, on circumstances under which persons who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employee shall lose all seniority rights upon leaving.

Section 5.2      (a) All runs and new positions are subject to seniority and shall be posted for bids, unless otherwise agreed upon by the Local Union and the Company. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid, and such posting of bids shall be made not more than once each calendar year, unless mutually agreed upon.

(b) When it becomes necessary to reduce the working force, the last men hired shall be laid off first, and when the force is again increased,

the men are to be returned to work in the reverse order in which they are laid off.

Section 5.3 (a) In the event that the Employer absorbs the business of another private, contract or common carrier, or is a party to a merger of lines, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the Employer and the Unions involved. Any controversy with respect to such matter shall be submitted to the joint grievance procedure (Article 8). Such determination shall be made without regard to whether the employees involved are members or not members of a Union.

(b) If the minimum wage, hour and working conditions in the company absorbed differ from those minimums set forth in this Agreement, the higher of the two shall remain in effect for all.

ARTICLE 6 MAINTENANCE OF STANDARDS

Section 6.1 Protection of Conditions The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

Section 6.2 Extra Contract Agreements The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 6.3 Work Week Reduction In the event that the maximum work-week is reduced by legislative act to a point below the regular work-week provided herein, the Contract shall be reopened for wage negotiations only.

Section 6.4 New Equipment Where new types of equipment or operations (not in existence at time of execution of this Agreement) for which rates of pay are not established by this Agreement are put into use, rates governing such operations shall be subject to negotiations between the parties. Rates agreed upon or

awarded shall be effective as of date equipment is put into use.

ARTICLE 7                  JOINT AREA COMMITTEE

Section 7.1                  Formation                  The Company and the Union in the area

incorporated by this Master Agreement shall together create a Joint Area Committee.

The Joint Area Committee shall consist of an equal number appointed by the Company and the Union, but not less than three (3) from each group. The Company and the Union may appoint an alternate for each of their respective representatives. The Joint Area Committee shall formulate rules of procedure to govern the conduct of its proceedings.

Section 7.2                  Jurisdiction                  The Joint Area Committee shall have

Jurisdiction over:

- (a) Disposition of any grievance which cannot be settled at the Local Union and Management level.
- (b) Negotiation of local bargaining matters which have become deadlocked at the local level.
- (c) Interpretation or application of the provisions of this Master Agreement.
- (d) Negotiations of any additions, deletions or modifications of this Master Agreement during the term thereof which may be mutually agreed upon by both parties.
- (e) Formulation of rules and regulations for the purpose of administering this Master Agreement and its Addenda.

ARTICLE 8                  DISPUTES, GRIEVANCES AND UNION LIABILITY

Section 8.1                  The Union and the Company agree that there shall be no

strike, lockout, tie-up or legal proceedings without first using all possible means of settlement as set forth below. It is agreed by the parties that all disputes or grievances shall be settled in accordance with the procedure outlined as follows in this Article:

- (a) Any dispute or grievance shall first be acted upon by an authorized representative of the Local Union and by the local Branch Manager or his authorized representative.
- (b) The complaint shall be filed within seven (7) days of its occurrence, or the party's awareness thereof and shall be reduced to writing by the complainant. In the event that such complaint is not submitted within this seven (7) day period, said complaint shall automatically be decided in favor of the defending party.
- (c) In the event that the matter cannot be decided by the parties referred to above within a period of three (3) days after the filing thereof, it shall then become the duty of the local Branch Manager and the principal representative of the Local Union to meet and to earnestly endeavor to reach a satisfactory settlement of the matter within another period of three (3) days (this period may be extended by mutual agreement of these two parties in the event it seems advisable to do so). It is agreed that any settlement

reached by these two parties shall be final and binding on the Local Union and the Company at the particular plant involved.

(d) In the event that the local Branch Manager and the principal representative of the Local Union cannot reach an agreement after a three (3) day period of time and an earnest effort on their part, the complaint together with the positions of the respective partiee, shall then be submitted in writing to the Joint Area Committee. Any decision reached by a majority of the members of the Joint Area Committee shall be final and binding on the parties.

Should the Joint Area Committee fail to reach an Agreement, it may either arbitrate the matter under the rules of the American Arbitration Association, or notify the parties of its failure to come to an agreement.

Should a majority of the Joint Area Committee agree to arbitrate the matter, the arbitrator's decision shall be final and binding on the parties.

After the Joint Area Committee has served notice to both parties that it has failed to reach an agreement, either party may resort to the use of legal economic recourse after one party has served at least five (5) days written notice on the other party of intent to take such action.

(e) It is agreed by the parties that should any dispute arise with respect to the interpretation of any of the provisions of this Master Agreement, the Joint Area Committee shall determine the issue in accordance with Section 8.1 (d) above. It is further agreed that the decision of a majority of the Joint Area Committee shall be final and binding on all parties concerned.

(f) Failure of any party to meet without fault of the other, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefit of this Article.

(g) In the event of strikes or work stoppages or other activities which are permitted in case of deadlock, default, failure to agree on negotiable matters set forth in the Master Agreement or Local Addenda, or failure to comply with a majority decision, no interpretation of this Master Agreement or any Local Addenda by any tribunal shall be binding upon the parties or affect the legality or lawfulness of the strike or other activities unless the adverse party agrees to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation or negotiation by mutual agreement unless otherwise agreed to. Nothing herein shall prevent legal proceedings by the Company where the strike is in violation of this Master Agreement.

Section 8.2 It is further mutually agreed that the Local Union will, within two weeks of the date of its signing this Agreement, serve upon the Employer a written notice, which notice will list the Union's authorized representatives who will deal with the Employer, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so

authorized. It is further agreed that in all cases of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 8.3 Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds, created under this Contract, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given 72 hours' notice to the Employer of such delinquency in health and welfare or pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

ARTICLE 9 STRUCK GOODS

Section 9.1 Recognizing that many individual employees covered by this Contract may have personal convictions against aiding the adversary of other workers, and recognizing the propriety of individual determination by an individual workman as to whether he shall perform work, labor or service which he deems contrary to his best interests, the parties recognize and agree that:

It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which, but for the existence of a controversy between a labor union and

any other person (whether party to this Agreement or not), would be performed by the employees of such person.

Likewise, it shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action if any employee refuses to handle any goods or equipment transported, interchanged, handled or used by any carrier or other person, whether a party to this Agreement or not, at any of whose terminals or places of business there is a controversy between such carrier, or person, or its employees on the one hand and a labor union on the other hand; and such rights may be exercised where such goods or equipment are being transported, handled or used by the originating, or interchanging or succeeding carriers or person, whether parties to this Agreement or not.

The Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, handle, use, transport or otherwise deal in such products and continue doing such business by use of other employees, (including management representatives), other carriers, or by any other method it deems appropriate or proper.

Section 9.2 Within five working days of filing of grievance claiming violation of the above provisions, the parties to this Agreement shall proceed to the final step (Article 8, Section 1) of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement notwithstanding.

ARTICLE 10 PICKET LINE

Section 10.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event any employee refuses to go through or work behind any picket line, including the picket line of unions party to this Agreement and including picket lines at the Employer's place or places of business.

Section 10.2 Within five working days of filing of grievance claiming violation of the above provision, the parties to this Agreement shall proceed to the final step (Article 8, Section 1) of the Grievance Procedure, without taking any intermediate steps, any other provision of this Agreement notwithstanding.

ARTICLE 11

WORK ASSIGNMENTS

The Employers agree to respect the jurisdictional rules of the Union and shall not direct, require or permit their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units or direct, require or permit employees who fall within the bargaining unit to perform work which does not fall within the scope of this Agreement. This is not to interfere with bona fide contracts with bona fide unions.

ARTICLE 12

DISCHARGE OR SUSPENSION

Section 12.1 The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers. The warning notice as herein provided shall not remain in effect for a period of more than nine months from date of said warning notice. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article 8, Section 1, of this Agreement.

Uniform rules and regulations with respect to disciplinary action may be established by the Joint Area Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

Section 12.2 Violation Penalties In the event that the Employer wilfully violates the provisions of the foregoing terms or wilfully violates any of the provisions elsewhere in this Agreement relating to seniority rights, wages, hours of work, overtime differentials, vacations, any back pay owed to the employee because of such violations shall be paid by the Employer.

All back pay claims shall be deposited with the Union  
in the name of the employee.

ARTICLE 13 LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

ARTICLE 14 BONDS

Whenever the Employer requires employees to be bonded, the Employer shall bear all costs in connection with such bonds. In the event that an employee's application for bond is refused by the Employer's bonding company, then the employee shall have the privilege of furnishing acceptable bond secured from other sources.

ARTICLE 15 EXAMINATIONS AND IDENTIFICATION FEES

Section 15.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home branch and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician, and the Union, may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 15.2 Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 16 UNIFORMS AND EQUIPMENT

The Employer shall furnish and pay for all guns, ties, belts, badges, ammunition, cape, trouaers, shirts, and jackets or blouses required to be used by employees, or as otherwise agreed upon.

ARTICLE 17

COMPENSATION CLAIMS

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing. Any employee who shall be injured on the job and unable to continue work that day shall be guaranteed a minimum of eight (8) hours pay for that day.

ARTICLE 18

MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

ARTICLE 19

DEFECTIVE EQUIPMENT

No employee shall be compelled to take out equipment that is not mechanically sound and properly equipped to conform with all applicable city, state and federal regulations. All trucks are to be equipped with heaters and blowers, heaters to be installed and ready to operate on or before October 1st each year, and blowers to be installed not later than June 1st each year.

ARTICLE 20

PAY PERIOD

All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee. All other employees shall be paid at the end of their working period. Each employee shall be provided with a statement of gross earnings plainly showing straight time and overtime hours worked and an itemized statement of all deductions made for any purpose.

ARTICLE 21

PAID-FOR TIME

All employees covered by this Agreement shall be paid for all time spent and training in the service of the Employer including meal periods. Employees must take a one-half hour meal period between the 4th and the 6th hours of work. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. Supper money of one dollar and 50/100 (\$1.50) shall be paid if an employee works eight (8) consecutive hours or after 7:00 p.m.

ARTICLE 22

LOCAL ADDENDA

Section 22.1 Wages, hours, and conditions of employment which were not specifically covered in the negotiation of this Master Agreement shall be open to negotiation between the parties on a unit basis between the individual Local Union

and local Company Management involved. Such agreement shall be reduced to writing and specifically labelled as Addenda 1, 2, 3, etc., appropriately describing the units of employees, the geographical location or locations involved, the identity of the operating branch of the Company and of the Local Union involved. Such Addenda shall be attached to and be made a part of this Master Agreement.

Section 22.2 Upon rendition of notice by one party to the other party of the intent to terminate or modify any of the present or future local Addenda that are embraced by this Master Agreement and in accordance with the provisions of such local Addenda, each bargaining unit shall proceed to negotiate in accordance with the obligations and limitations set forth in Section 22.1 above.

Section 22.3 Should the Company and the Union fail to agree on the terms of a new or modified Addenda on a local level, the controversy shall be referred to the Joint Area Committee. The Joint Area Committee shall study the requests and proposals of both parties, investigate all pertinent facts, and conduct whatever hearings it deems necessary or desirable under each situation. Upon concluding such inquiry, the Joint Area Committee shall decide the issues, such decision to be final and binding between the parties. However, should the Joint Area Committee be unable to reach a decision, either party may after having served written notice on the other party resort to the use of lawful economic pressure ten (10) days following the date of such written notice of its intention to do so.

Section 22.4 When any present existing local union Armored Car Agreement expires, and the parties involved are signators to this Area Agreement, this Master Agreement shall automatically supersede the provisions of such local union agreement on and after said expiration date of such local union contract. When new units come under this Area Agreement, wages, hours and premium time provisions shall be negotiated for these units and a separate appendix inserted.

ARTICLE 23 VACATIONS

Section 23.1 One week's vacation with pay will be given to all regular employees covered by this Agreement who have been continuously employed as such for a period of one (1) year, and two (2) weeks' vacation with pay will be given to all regular employees covered by this Agreement who have been continuously employed as such for a period of three (3) years. Regular employees who have continuously been employed for a period of ten (10) years as

regular employees shall be given three (3) weeks' vacation with pay. Regular employees who have continuously been employed for a period of fifteen (15) years as regular employees shall be given four (4) weeks' vacation with pay. Regular employees who have continuously been employed for a period of twenty (20) years as regular employees shall be given five (5) weeks' vacation with pay.

Section 23.2 During the employee's first year, the phrase "continuously employed as such for a period of one year" shall mean twelve (12) full months of employment on the seniority list and a minimum of twelve hundred (1200) hours worked.

Section 23.3 Pay for each accrued vacation week shall be based on average earnings, during the year prior to the vacation. (i.e. 2% of the annual earnings for each week of vacation)

Section 23.4 The vacation period in each year shall run from March 1st to November 30th, and vacations must be taken during the vacation period or at some other time mutually agreed upon between the Employer and the employees. All vacations shall be taken when due during the current vacation period and may not be accumulated.

Section 23.5 Any regular employee whose employment is terminated for any reason whatsoever prior to taking his annual vacation shall be paid in cash for his earned vacation, that was not taken.

Section 23.6 Vacations shall be selected on a seniority basis determined by date of regular full-time employment, provided however, that the Employer shall determine the maximum number of employees in each classification who shall be absent during any week of the vacation period.

Section 23.7 Vacation pay shall be paid to employees on the last pay day prior to the employees' vacation.

Section 23.8 Any regular employee who shall be eligible for a two (2) week vacation period may elect to take his vacation in two (2) separate periods of one (1) week each, or if eligible for a three (3) week vacation, may elect to take his vacation in two (2) separate periods of one (1) week and two (2) weeks each. Such an employee shall select one (1) period in his regular order of seniority and then select the remaining period of vacation only after all other regular employees who are eligible for vacation shall have made their first selection in their respective order of seniority.

ARTICLE 24

POSTING OF AGREEMENT

A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

ARTICLE 25

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Contract or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

ARTICLE 26

REOPENING EMERGENCY

In the event of war, declaration of emergency or imposition of economic controls during the life of this Agreement, either party may re-open the same upon sixty (60) days' written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 27

OPERATIONAL CHANGES

The Union reserves the right to re-open this Agreement for the purpose of negotiations for employees engaged in operations which combine with or are part of or

depend on other methods of transportation. If the parties are unable to agree upon such matters, the Unions may engage in lawful economic recourse in support of its demands.

ARTICLE 28                    SUBCONTRACTING

Section 28.1        The Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment established by labor unions having jurisdiction over the type of services performed.

Section 28.2        The Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other branch, person, or non-unit employees except upon the written consent of the Union.

ARTICLE 29                    JURY AND ELECTION DUTY

When employees covered by this Agreement are called upon for jury service or drafted for election duty, they shall advise their Employer upon receipt of such call, and, if taken from their work for such service, shall be paid eight (8) hours at their regular hourly rate for each day of absence.

ARTICLE 30                    FUNERAL PAY

In case of death of a member in the immediate family of an employee, the Employer will pay such an employee eight (8) hours per day at his straight time rate per hour, not to exceed three (3) scheduled work days during the period beginning with the date of death and ending with the date of burial inclusive. Said three (3) days to be counted as days worked when computing overtime. "Immediate Family" is defined as Mother, Father, guardian, wife or husband, son, daughter, brother, sister, mother-in-law and father-in-law whose funeral is attended by the employee.

If an employee, who is a member of the Jewish faith, shall suffer death in his immediate family, he shall in lieu of the foregoing be granted leave of absence for a maximum of three (3) calendar days immediately following burial, to observe the Shiva. The employee shall be paid eight (8) hours for each normally scheduled working day occurring during said leave of absence.

ARTICLE 31                    SEVERANCE PAY

After six (6) months' service, employees who are dismissed for no fault of their own shall receive one week's severance pay. After one (1) year's service, employees shall receive two (2) weeks' pay, and one (1) additional week's pay for each succeeding year of service.

ARTICLE 32

ACCESS TO COMPANY PREMISES

Section 32.1 Representatives of the Union shall have admission, upon application to the Employer, to the office of the Employer at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for the purpose of assisting in the adjustment of grievances.

Section 32.2 In view of the particular and special character of the service of the Employer, it is mutually agreed that the representatives of the Union shall make their identity and official capacity known to the Employer before entering its office.

Section 32.3 There shall be no discrimination of any kind against any member of the Union by Employer, or any representative in its employ.

ARTICLE 33

BULLETIN BOARD

The Union shall have the privilege of posting on the bulletin board provided by the Employer material of interest to its members.

ARTICLE 34

REGULAR PART-TIME EMPLOYEES

The Company shall discontinue operating with so-called Auxiliary Employees. When additional help is required, the Company shall call employees from a list of those who are on a regular stand-by basis. All part-time employees shall be guaranteed the opportunity to work at least three (3) days each week. All fringe benefits set forth in this Agreement and its Addenda that apply to regular full-time employees shall also be applied to part-time employees.

ARTICLE 35

TERMINATION CLAUSE

Section 35.1 This Agreement shall be in full force and effect from \_\_\_\_\_, to and including January 31, 1964, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 35.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to \_\_\_\_\_, or \_\_\_\_\_, of any subsequent contract year, advising that such party

desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

Section 35.3 Revisions agreed upon or ordered shall be effective as of \_\_\_\_\_, or \_\_\_\_\_ of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their request for revisions if the parties fail to agree thereon.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, effective as of \_\_\_\_\_, 19\_\_\_\_\_.

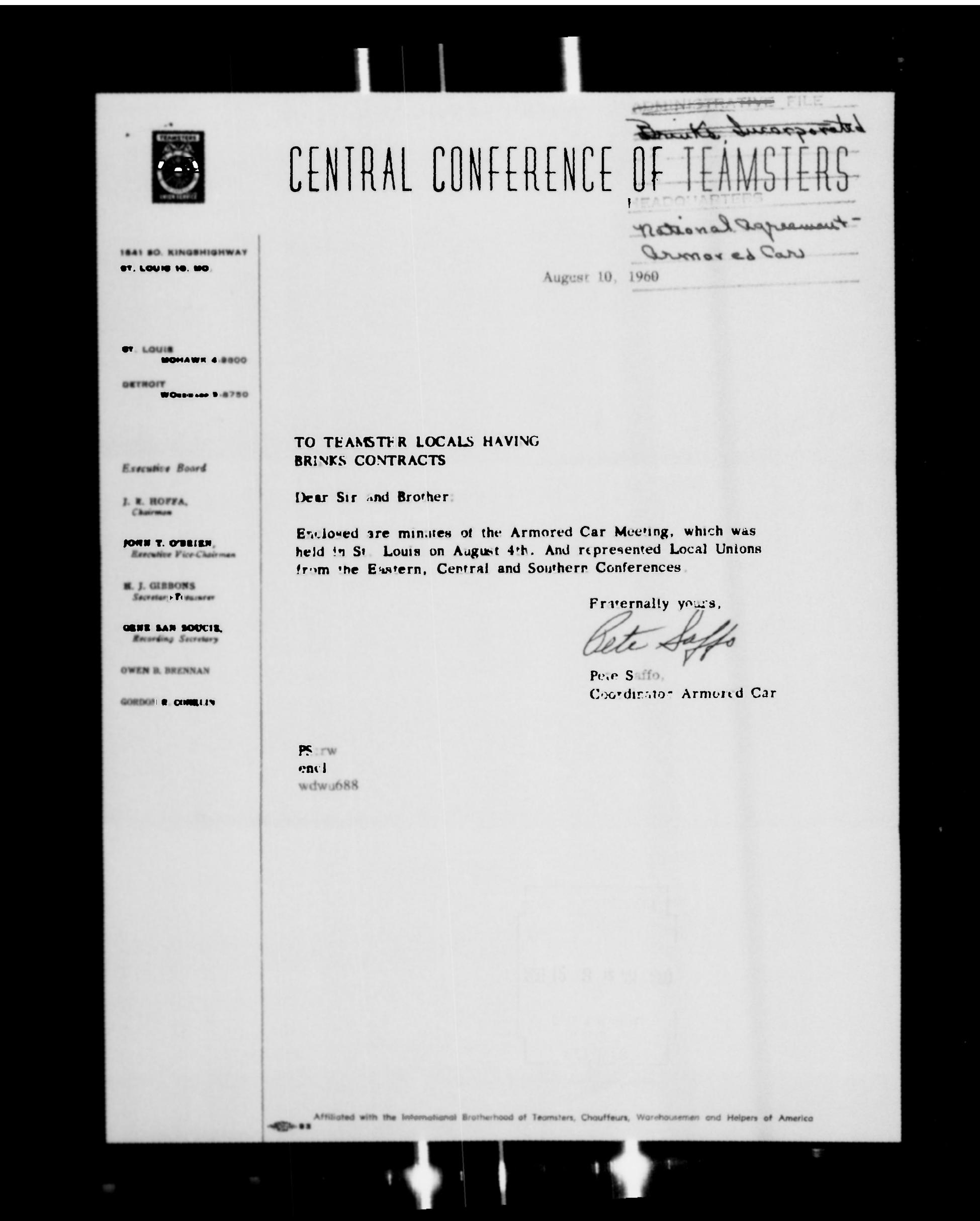
NEGOTIATING COMMITTEES

FOR THE EMPLOYEES:

EASTERN, CENTRAL AND SOUTHERN  
TEAMSTER ARMORED CAR COMMITTEE

FOR THE EMPLOYERS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



## SPECIAL ARMORED CAR MEETING

St. Louis, Missouri  
August 4, 1960

The meeting was called to order at 10:20 a.m. by Pete Saffo, Coordinator for Armored Car. Brother Saffo thanked the local unions for sending representatives and asked for cooperation in pursuing a program in this industry. At this point he called upon International Organizer Richard Kivner to outline the objectives of this meeting and to explain why the General President is so interested in the industry.

Brother Kavner reviewed the problems with Brink's, Inc. with special emphasis upon the period since Pittston gained control of the Company. He pointed out the need to set long range goals with this Company and this industry which is dominated by Brink's. Moreover there is a need to determine the methods and time schedule for achieving these goals. He said that we do not have time for a broad education program for our local unions and that hard economic realities must be the teacher. Our hold with Brink's is slipping rapidly and the only way in which to consolidate our gains is to work together on a unified program with at least a three Conference Area agreement for the industry. He pointed out that no local union can be forced to join an area agreement program. According to the International Constitution a local union may or may not participate. And the facts are clear that joint action is the only action that can be successful in the future.

Brother Kavner then explained the operation of an area agreement in which local unions retain the prerogative of negotiating the economic items under area agreement through the device of local addenda. He illustrated this pattern by referring to several area agreements which are not in effect in the Central and Southern States.

Coordinator Saffo then opened the floor for discussion and questions. Several local unions reported on the difficulties they were facing with Brink's Inc. A number of questions were asked as to the establishment and operation of area agreements and to the respective rights of the local unions. After long discussion and serious consideration the following action was unanimously passed after motion was duly made and seconded:

## ORGANIZATION

**That a National Teamster Armored Car Executive Board be established with the following organization:**

**Chairman**  
**Coordinator (without vote)**  
**Two representatives from each participating  
Area Conference**

**That Dave Johnson of Detroit be asked to serve as Chairman**

That Pete Saffo, as appointed by General President Hoffa, serve as Coordinator

That each Area Conference be asked to select its own two representatives

**That a special invitation be extended to the Western Conference to join in the program**

ESSENTIALS OF THE AREA AGREEMENT

That there be a single agreement covering a three or four Conference area  
(depending upon the desires of the Western Conference)

That local addenda be negotiated locally for the economic items

That local addenda can be negotiated for any period of time except that  
expiration dates cannot go beyond January 31, 1964  
- date of termination for the Master Agreement

That local addenda must be approved by the Joint Committee  
(those who also sit on grievance appeals)

That appellate grievance machinery be set up with the Joint Committee making  
the final decision. If there is no decision the Company or  
the Union is entitled to resort to economic recourse. If  
both parties agree, the issue can be sent to arbitration.

STEPS TOWARDS ARMORED CAR AREA AGREEMENT

1. That the proposal be drafted by the Executive Board -- by or about August 25.
2. That the preliminary draft be submitted to all locals concerned through the  
respective Area Conferences.
3. That local unions react to the preliminary proposals and the rank and file be  
given the opportunity to vote on its acceptability -- results to be turned into  
the Area Conferences.
4. That powers of attorney be given by the local unions to their respective Area  
Conferences and that these powers of attorney then be turned over to Pete Saffo.
5. That Area negotiations begin with Brink's Inc.. as soon as the first city comes  
on.
6. That other cities come onto the national agreement as their local contracts  
expire.
7. That a uniform resolution be drafted by the Coordinator whereby the rank and  
file vote on the question of granting power of attorney to their respective  
Area Conference.

ORGANIZING

That the Area Conferences be requested to make a survey of the organized and  
unorganized armored car companies and that this information  
be passed on to Coordinator Saffo

Upon completing the vote on the above measures, the Chairman adjourned the meeting at 1:10 p.m.

The delegates were then given a tour of Local 688's Labor Health Institute after which they were taken to Local 688's Health and Welfare Camp at Pevely, Missouri where they spent the afternoon and early evening.

<u>Attendance</u>	<u>Local</u>	<u>City</u>
Wm. J. Knest	610	St. Louis, Missouri
W. P. Campbell	ECT	Washington, D.C.
Harold Miller	355	Baltimore, Maryland
Edward Ortmann	470	Philadelphia, Pennsylvania
Peter Schultz	470	Philadelphia, Pennsylvania
Randy Miller	968	Houston, Texas
C. Ray	294	Albany, New York
E. W. Barnett	612	Birmingham, Alabama
A. B. Buchanan	592	Richmond, Virginia
James N. Mills	639	Washington, D.C.
Al Johnson	728	Atlanta, Georgia
Karl Rogers	541	Kansas City, Missouri
Claude Sutton	332	Flint, Michigan
Dick Loy	176	Dayton, Ohio
A. Johansen	106	Montreal, Canada
M. W. Humphreys	249	Pittsburgh, Pennsylvania
Dave Johnson	299	Detroit, Michigan
Richard Kavner	IBT	St. Louis, Missouri
Pete Saffo	610	St. Louis, Missouri
Harry Wolste holme	627	Peoria, Illinois
Paul Schadt, Jr.	627	Peoria, Illinois
Maurice E. Day	193	Indianapolis, Indiana
D. W. Salmon	CCT	St. Louis, Missouri

# CENTRAL CONFERENCE OF TEAMSTERS



1641 SO. KINGSHIGHWAY  
ST. LOUIS 10, MO.

ST. LOUIS  
MOHAWK 4-8800  
DETROIT  
WOODWARD 5-8750

*Executive Board*

J. S. BOYD,  
*Chairman*

JOHN T. O'BRIEN,  
*Executive Vice-Chairman*

R. J. GIBBONS  
*Secretary-Treasurer*

GENE SAN SOUCIE,  
*Recording Secretary*

OWEN B. BRENNAN

GORDON R. CONKLIN

August 10, 1960

**TO CCT LOCAL UNIONS HAVING:  
ARMORED CAR CONTRACTS**

Dear Sir and Brother:

The International Union is seriously concerned with the status of the Armored Car industry and its operations in relation to Teamster agreements. While Brink's, Inc. dominates the industry, there are many other companies that haul money.

We need to get a better picture of this industry in order that we might pursue our common goal. Will you please fill in the attached questionnaire and return it to this office at your earliest convenience. If there is another Teamster local in your area which has this jurisdiction, will you please see that this questionnaire is forwarded to that union.

Fraternally yours,

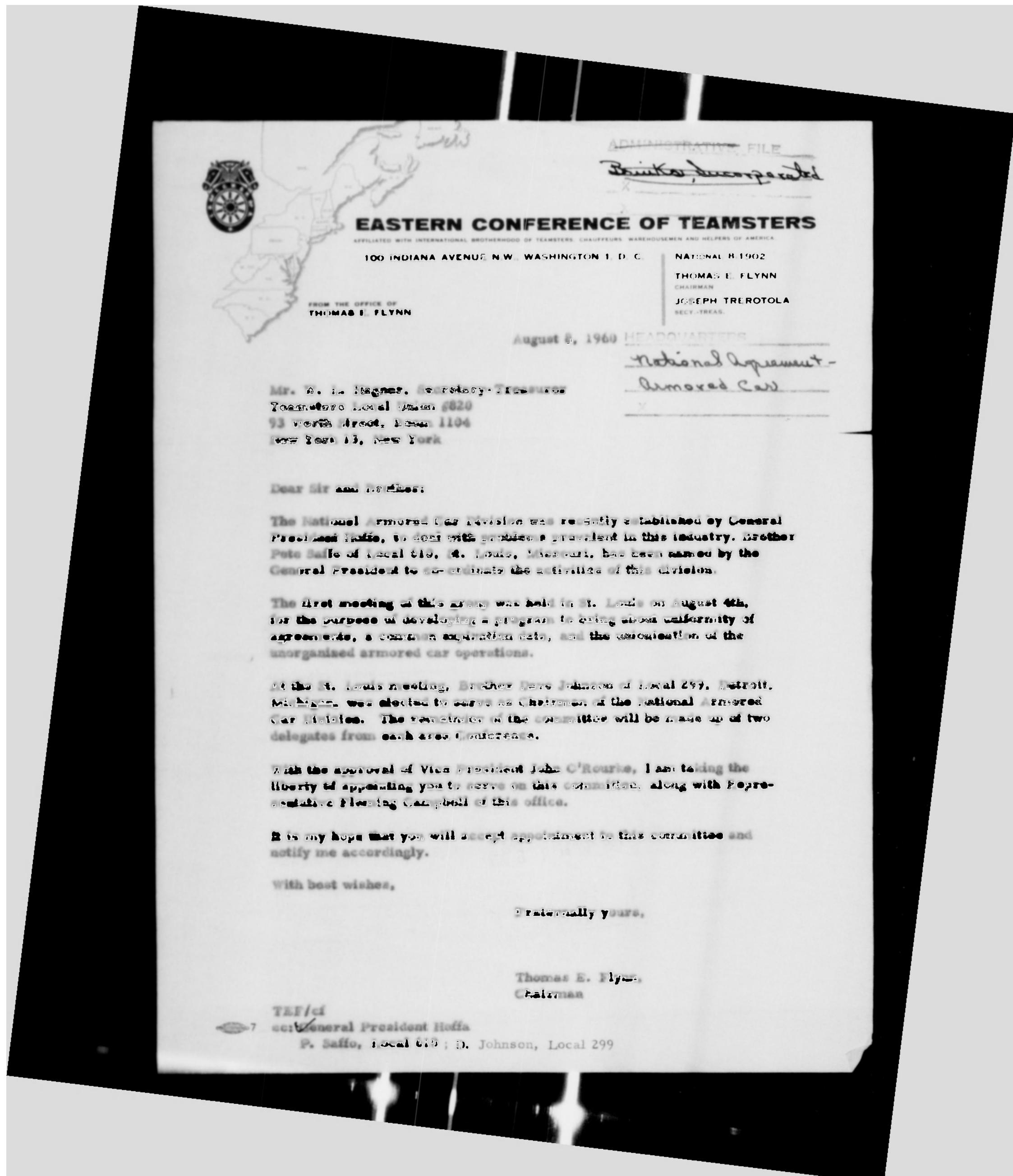
*Dave Johnson*

Dave Johnson, Chairman  
CCT Brink's Committee

DJ:mp  
wdwu688  
enc.

Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouses and Helpers of America

## **ARMORED CAR QUESTIONNAIRE**



ADMINISTRATIVE FILE

Brinks, Incorporated  
X  
X

HEADQUARTERS ✓

National Agreement-  
Brimmed Sac  
X Brinks, Inc.

July 14, 1960

Mr. Pete Saffo, Sac.-Trans.  
Teamsters Local Union 610  
1641 S. Kinghighway  
St. Louis, Missouri

Dear Sir and Brother:

I am in receipt of your letter of July 13, 1960  
concerning the meeting scheduled for August 4th to coordinate  
the activities of the local unions involved with Brinks, Inc.  
I would appreciate your having Dave Johnson at this meeting  
and have him made the Chairman of the Negotiating Committee.

Fraternally yours,

James R. Hoffa  
General President

JRH/yb

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
CHAUFFEURS - WAREHOUSEMEN & HELPERS  
OF AMERICA

OFFICE OF  
• JAMES R. HOFFA •  
GENERAL PRESIDENT  
20 LOUISIANA AVE., N.W.

WASHINGTON 1, D.C.



July 13, 1960

TO TEAMSTER LOCALS HAVING  
BRINKS CONTRACTS

Dear Sir and Brother:

In recent years various Teamster locals have experienced difficulty in dealing with Brinks, Inc. It is now clear that these difficulties can be eased only if the local unions pull together on a common program in dealing with this Company. Towards this end, General President Hoffa has assigned me the responsibility of calling the local unions together to coordinate our activities.

Accordingly, I am setting our first meeting early in August which will involve locals in the Eastern, Southern and Central Conferences. Meeting information is as follows:

City	Saint Louis, Missouri
Place	Teamster Building, 6th Floor
	1641 South Kingshighway
Date	Thursday, August 4, 1960
Time	10:00 a.m.

Nearby air conditioned hotels include the Plaza, Chase, Ambassador-Kingsway, and the Forest Park. The airport bus (Teamster) stops at the Chase. The other hotels adjoin. Will you please write me a note as to whether or not your Local Union will be represented. If I can be of any assistance in securing accommodations please let me know.

Fraternally yours,

*Pete Saffo*  
Pete Saffo  
Coordinator

PS:mp  
wdw688

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
CHAUFFEURS - WAREHOUSEMEN & HELPERS  
OF AMERICA

OFFICE OF  
• JAMES R. HOFFA • GENERAL PRESIDENT  
20 LOUISIANA AVE., N.W.

WASHINGTON 1, D.C.



*No discrimination -  
Armored Car  
Brinks, Inc.*

July 13, 1960

*Brinks Incorporated*

TO TEAMSTER LOCALS HAVING  
BRINKS CONTRACTS

Dear Sir and Brother:

In recent years various Teamster locals have experienced difficulty in dealing with Brinks, Inc. It is now clear that these difficulties can be eased only if the local unions pull together on a common program in dealing with this Company. Towards this end, General President Hoffa has assigned me the responsibility of calling the local unions together to coordinate our activities.

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Fraternally yours,

*Pete Saffo*  
Pete Saffo  
Coordinator

PS:mp  
wdwu688

Comments  
Central  
Brink's Incorporated  
X

June 16, 1960

Mr. Pete Saffo, Sec.-Treas.  
Teamsters Local Union No. 610  
1641 S. Kingshighway  
St. Louis 10, Missouri

Dear Sir and Brother:

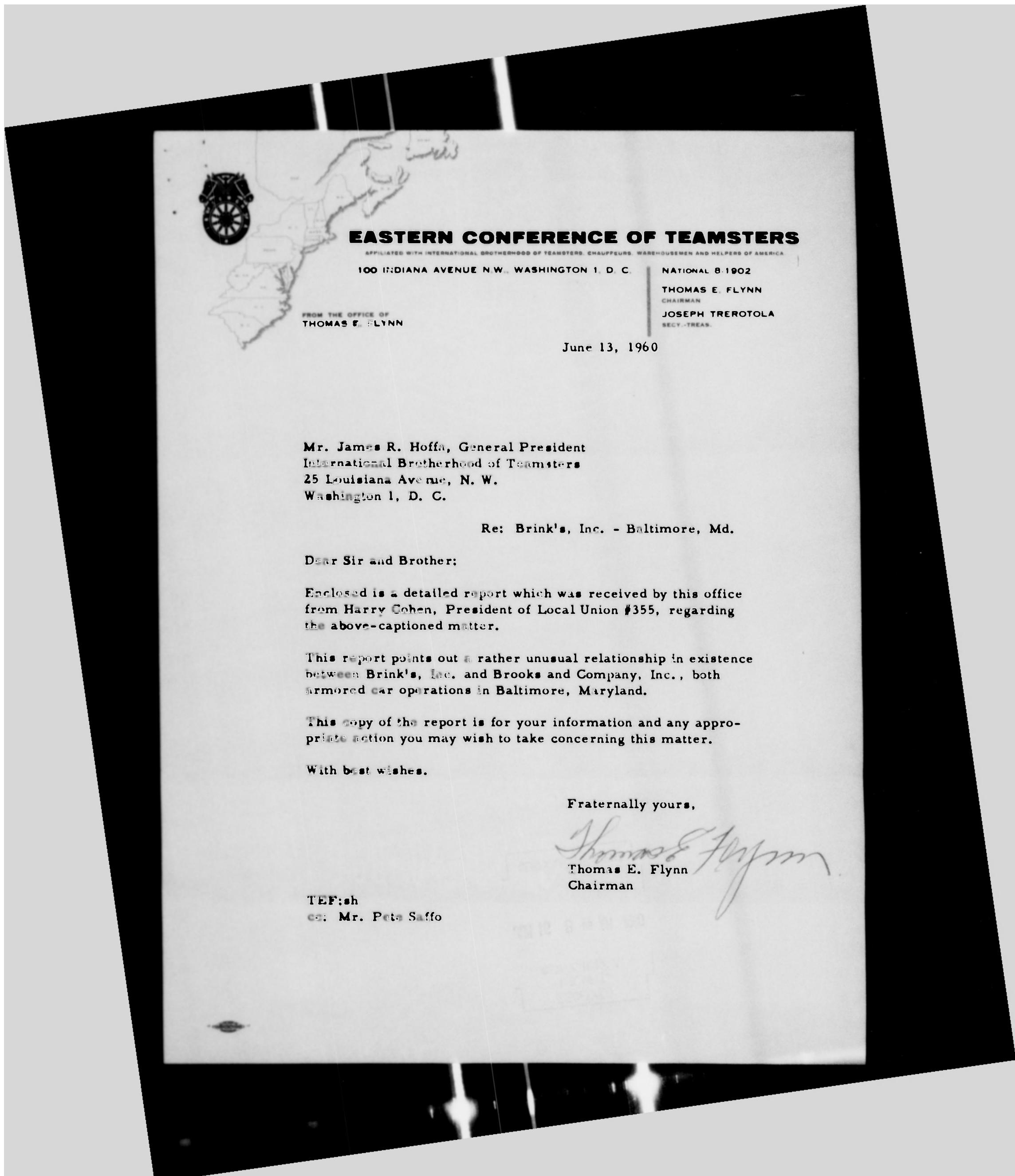
Enclosed please find correspondence received from  
Brother Flynn concerning Brink's Inc., Baltimore, Md.

Please forward me any comments you may have on  
this situation.

Fraternally yours,

James R. Hoffa  
General President

JRH/yk  
Eac.



REPORT

of

TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 355 OF BALTIMORE, MARYLAND

on Operation of

BRINK'S, INCORPORATED, BALTIMORE, MARYLAND

The office of Brink's, Inc. was opened at Baltimore, Maryland in 1927. Mr. David Brayton, an employee of Brink's, Inc. in Pittsburgh, Pennsylvania was transferred to Baltimore to open the Baltimore office in 1927. Mr. Brayton was employed at the Baltimore office continuously until 1945.

In 1945, Mr. Brayton left Brink's, Inc. and established an armored car service owned and controlled by him in Baltimore, Maryland, and in competition with Brink's, Inc. In 1949, Brink's, Inc. purchased the business of Mr. Brayton and employed him under contract as Sales Manager for Brink's, Inc. in Baltimore.

In 1944, the employees of Brink's, Inc. were organized and became members of Truck Drivers and Helpers Local Union No. 355.

From 1927 until 1957, Brink's, Inc. operated in Baltimore, Maryland without competition with the exception of the short period, 1945 until 1949, when Mr. Brayton established his own armored car service, operating one truck almost regularly and on exceptional occasions operating a second truck.

In 1957, two new companies began operations in Baltimore City; namely Federal Armored Car Express and Brooks and Company, Inc. Obviously these two companies began to encroach on the business of Brink's, Inc. Through active and intense solicitation and reduction in prices, these companies were able to obtain many of Brink's original accounts.

When the loss of business to Brink's was brought to our attention, representatives of the Union met with officials of Brink's Company and with the approval of the employees, we offered the Company every possible cooperation, even to the extent of making certain concessions to our agreement, in order that the Company could not only retain its business but could recover lost accounts. Company thanked the Union and the employees for their offer of cooperation and they agreed to put forth every effort to recover lost business.

Example of Union's Cooperation:

Several accounts lost to Brink's were companies with whom Local Union No. 355 had collective bargaining agreements. One of these was the Levenson and Blais Company, a large local retail furniture store. This Company had engaged Federal Armored Car Express. A representative of this Union called upon Mr. William Levenson, manager for this company, and questioned his reasons for discontinuing Brink's service. He informed us that his dealings with Brink's Company had been anything but pleasant for a long time. Recently, they had sent him a renewal agreement with a substantial increase in cost. Mr. Levenson called the Brink's Company and asked them to have a representative visit him and discuss the new prices with him. Mr. Levenson was told very bluntly that their prices were not negotiable and that if he wanted to enjoy their services, the prices submitted would stand.

Even in the face of this unbusinesslike attitude on the part of Brink's, Mr. Levenson agreed, upon our request and plea, to reengage Brink's. The Union advised Brink's local manager that Mr. Levenson was agreeable to reconsider Brink's service under any fair condition, not necessarily price, and we requested Brink's local office manager to have a representative call on Mr. Levenson for the purpose of recovering this account. To date, no one has called upon him, nor has any attempt whatsoever been made by Brink's to recover the Levenson & Blais account.

REPORT OF  
TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 355  
IN OPERATION OF  
BRINK'S, INCORPORATED, BALTIMORE, MARYLAND

PAGE NO. 2

The second item brought to our attention was the Canteen Company, a local vending machine operation. We called upon Brother Charles Griffin, Business Agent for Vending Machine Local Union, which is in agreement with the Canteen Company. Brother Griffin arranged an appointment with the President of the Canteen Company and a Brink's representative. The Brink's representative elected to keep this appointment by telephone rather than a personal visit. This apparently was not satisfactory, and Brink's had made no further attempt to recover this amount.

The next item was the Globe Brewery of this city. We made contact here with the Brewery Workers representative, and this account could have been recovered if the Brink's representative had made any effort to call upon Globe Brewery management. This, again, they failed to do.

The next account was Koonts Dairy. We reported this incident to Brother Joseph Townsley, President of our Milk Drivers Local 937. Brother Townsley spent much effort and hard work at the Koonts Dairy to open the door for the Brink's Company, and Brother Townsley advised us that the contact was made and Brink's representative should call at the Dairy. President Cohen of this Local Union had contacted Mr. Powitz and requested that he personally call upon the officials of Koonts Dairy, advising him that the way had been cleared for Brink's to recover this account.

Seven days later, Mr. Brayton of Brink's called Secretary Miller of this Union and asked who he should contact by telephone at the Koonts Dairy. This, in view of the fact that we had definitely advised Mr. Powitz that he should make a personal call at the Koonts Dairy.

The National Cigarette Company account has been turned over to Brooks Armored Car Service by Brink's, Inc. Brink's claimed that this account was too expensive to operate. However, the Brink's Company does go to the same place at the same time for the Aristocrat Dairy.

It seems to us that the National account could have been serviced at no additional cost to Brink's.

Brink's have also turned over to Brooks many county banks, and our members employed by Brink's are still servicing near-by accounts.

Mr. Brayton at one time requested certain concessions from this Local Union, in order that he could secure certain accounts. He informed us and our members that he could get certain race track work if he was not burdened with overtime pay. As you probably understand, the collection of money at race tracks must be done late in the afternoon, when the races conclude for the day and the track employees have had sufficient time to balance all of their accounts. Our Agreement with Brink's provides for time and one-half before 7:00 A. M. and after 6:30 P. M.

At the request of Mr. Brayton, President Cohen met in Brink's office, having all of our members present. He proposed to Mr. Brayton, with the approval of all of the employees, that if Mr. Brayton could secure the race track work and any other type including the chain stores, that he should get all such accounts and we were ready to make such concessions as were necessary, even waiving our premium overtime if such concessions would make it possible for him to secure such accounts as would have to be operated after regular hours or in the later afternoon.

To this date, Mr. Brayton has not secured one account of this type.

Following this offer on the part of the Union, we made other suggestions to the Company in an effort to assist the Company in retaining its present accounts and recovering lost accounts - all to no avail.

REPORT OF  
TRUCK DELIVERS AND HELPERS LOCAL UNION NO. 355  
on Operation of  
BRINK'S, INCORPORATED, BALTIMORE, MARYLAND

PAGE NO. 3

In the meantime, many incidents occurring with management were brought to our attention. We found that Mr. Brayton was having dinner engagements with Mr. Brooks, frequently called upon Mr. Brooks in his office, and on occasions, Mr. Brooks visited with Mr. Brayton in Brink's office. Mr. Brooks, on one occasion at least, if not more, drives his car into Brink's garage which is located on the first floor of the Brink's office building, parks his car in the Brink's garage and goes upstairs to visit with Mr. Brayton in the Brink's Company office, and Mr. Brooks leaves Brink's garage with Mr. Brayton accompanying him in Brooks' car. Mr. Brayton has called upon Mr. Brooks in Brooks' office, and Mr. Brayton and Mr. Brooks have left together in Mr. Brayton's car.

It occurs to us here that there is quite a close friendly relationship between the two companies, certainly beyond that which would normally exist between competitors.

From our observation, which may be difficult of positive proof, Brink's, through Mr. Brayton, is certainly assisting Brooks to secure more and more of the Brink's accounts.

Another incident which may bear out our observation is that on August 12, 1959, a call came over the radio-dispatched equipment in Brooks Company's car, instructing the driver to call a Mr. Thomas at Plaza 2-1288. The car at that time was at the Howard Street Branch of the First National Bank. Because this is the telephone number of Brink's, Inc. Baltimore Office, our Union Shop Steward, having learned of this call and in order to check the nature and reason, made this same call two days later, asking for Mr. Thomas. When the driver asked for Mr. Thomas, Mr. George Powits, Brink's local office manager answered the telephone and identified himself as Mr. Thomas.

We mention this incident to further bear out our observation of apparent collusion between Brink's local management and Brooks Company.

The Baltimore Branch of Brink's, Inc. seems to be operated on divided authority. Although Mr. George Powits is known to us as the local branch manager, Mr. Brayton seems to have much more than a sales manager's authority in the determination of policy and operation.

Each time our members have put forth an effort to organize the Brooks Company employees, Mr. Brayton has accosted them with, "lay off the Brooks men." He claims that he doesn't want to get in bad with them.

It seems that a Mr. Truman Smith seems to have a supply of information about Brink's business which generally should be Brink's own business security information. It appears that the Brooks Company has supposedly sold out to Mr. Truman Smith and some unidentified person. Some of our people believe that Mr. Brayton of Brink's, Inc. does have a financial interest in the now Brooks firm.

Let us state further that we have made several attempts to organize both the Brooks employees and the Federal Armored Car employees. On one occasion, President Cohen went far out into the country to visit at the home of one of the Brooks employees for the purpose of meeting with the Brooks employees who were all invited to be at this meeting. After several hours with these employees, Cohen was successful in securing the signatures of a majority of the Brooks employees. Within twenty-four hours, Brooks Company was aware of all that took place, and Brooks officials approached the employees in such a manner that we have been unable to successfully organize these people since.

We are quite confident that a top official of Brink's, probably Mr. Brayton, had much to do with the destruction of our organizational efforts with the Brooks employees. We do know that had we been able to organize the Brooks employees, we also would have been able to organize Federal Armored Car employees. The situation seems to go merrily along with some official of Brink's continuing to cooperate with Brooks as outlined in this report above.

REPORT OF  
TRUCK DRIVERS AND HELPERS LOCAL UNION NO. 355  
as Operation of  
BRINK'S, INCORPORATED, BALTIMORE, MARYLAND

PAGE NO. 4

We have not only complained about the existing conditions to Brink's local management but we have also registered our complaint with the Company at their Chicago headquarters. Copies of letters enclosed herewith will give you a resume of our complaints and the replies thereto. However, even now it appears that all of our best efforts have been to no avail. We have strived through every means to protect the accounts of this Company, having in mind of course the earning opportunities of our members. Even after submitting what information we had to the Chicago office of Brink's, there has been no improvement to date.

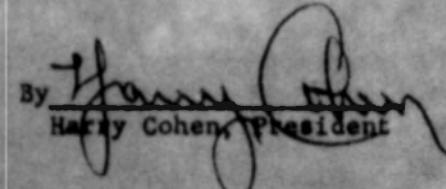
Is it possible now that the Pittston Company does have I.C.C. approval and is the actual owner of Brink's, Inc., that the intervention of our International Office with Pittston could bring about some improvement in the conditions existing here?

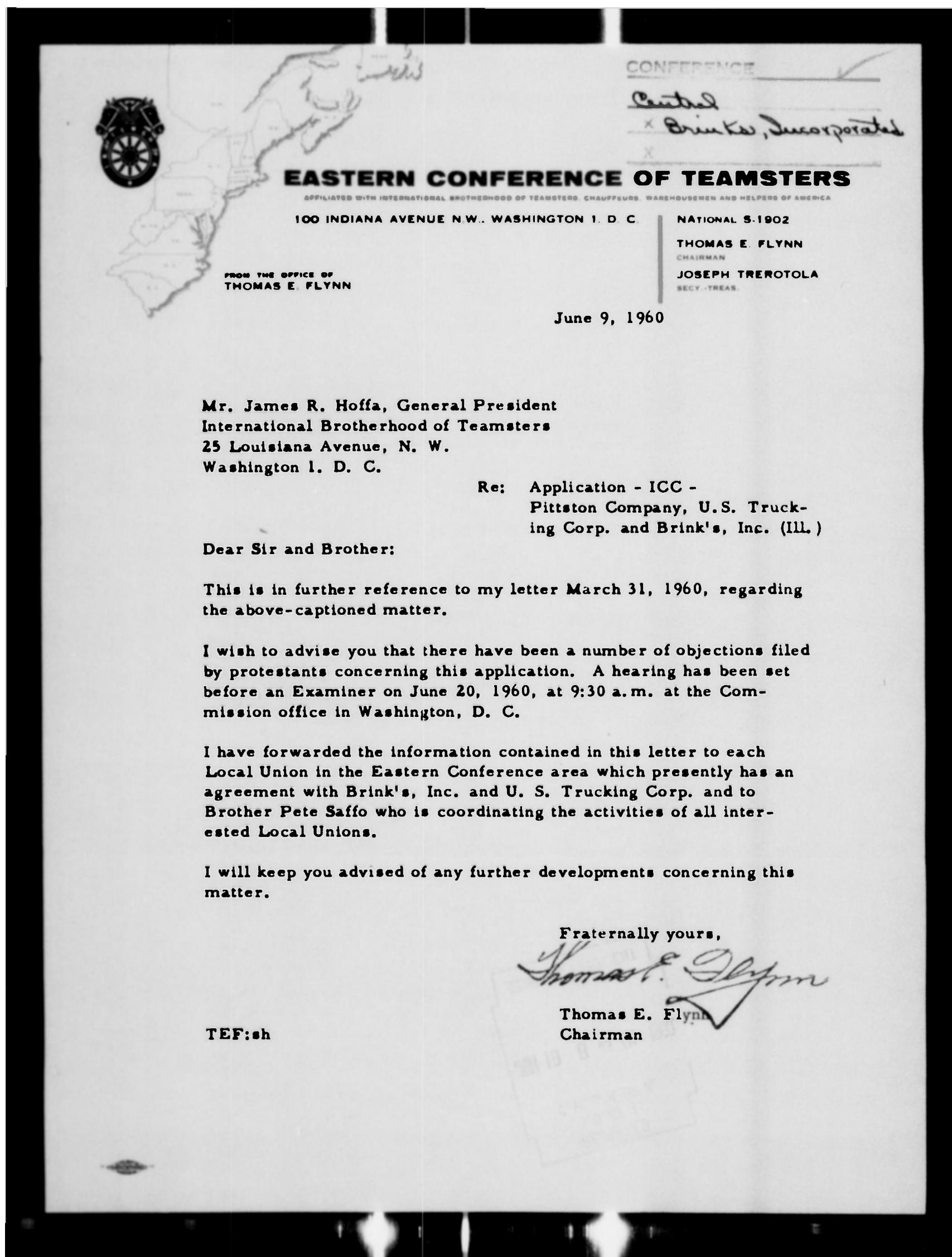
We regret the necessity of this lengthy report but feel that we would not have been able to bring the real facts to your attention otherwise.

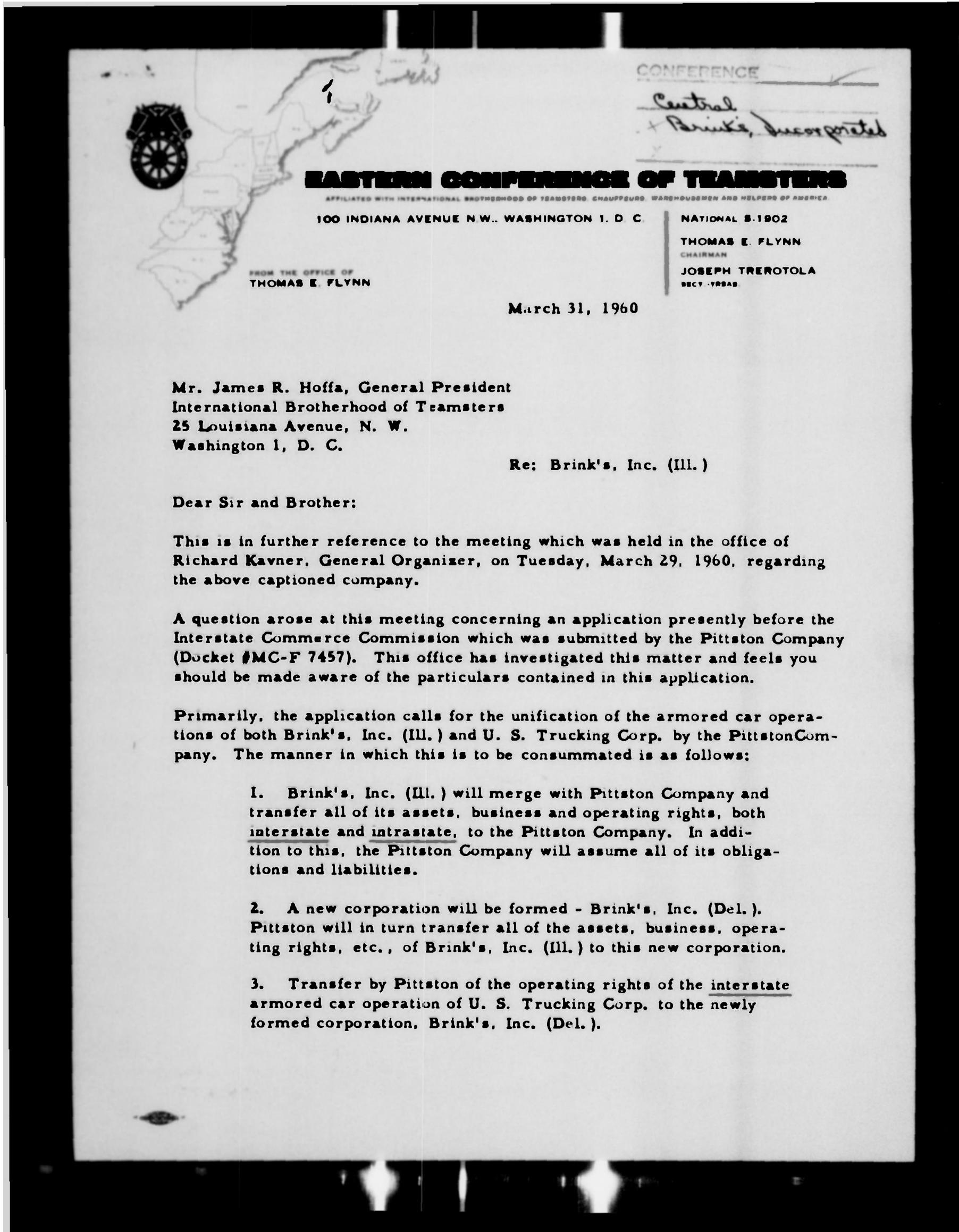
Trusting that this report and the enclosed attachments are the information you desire, we are

Fraternally yours,

TRUCK DRIVERS AND HELPERS  
LOCAL UNION NO. 355

By   
Harry Cohen, President





Mr. James R. Hoffa, General President  
International Brotherhood of Teamsters  
25 Louisiana Avenue, N. W.  
Washington 1, D. C.

Re: Brink's, Inc. (Ill.)

Dear Sir and Brother:

This is in further reference to the meeting which was held in the office of Richard Kavner, General Organizer, on Tuesday, March 29, 1960, regarding the above captioned company.

A question arose at this meeting concerning an application presently before the Interstate Commerce Commission which was submitted by the Pittston Company (Docket #MC-F 7457). This office has investigated this matter and feels you should be made aware of the particulars contained in this application.

Primarily, the application calls for the unification of the armored car operations of both Brink's, Inc. (Ill.) and U. S. Trucking Corp. by the Pittston Company. The manner in which this is to be consummated is as follows:

1. Brink's, Inc. (Ill.) will merge with Pittston Company and transfer all of its assets, business and operating rights, both interstate and intrastate, to the Pittston Company. In addition to this, the Pittston Company will assume all of its obligations and liabilities.
2. A new corporation will be formed - Brink's, Inc. (Del.). Pittston will in turn transfer all of the assets, business, operating rights, etc., of Brink's, Inc. (Ill.) to this new corporation.
3. Transfer by Pittston of the operating rights of the interstate armored car operation of U. S. Trucking Corp. to the newly formed corporation, Brink's, Inc. (Del.).

Mr. James R. Hoffa

- 2 -

March 31, 1960

4. Any overlapping of operating rights which would result from this transaction, Brink's, Inc. (Del.) will automatically sever such rights.

As a result of this proposed plan, the combined intrastate and exempt armored car operations of U. S. Trucking Corp. and Brink's, Inc. (Ill.) presently operating from Boston, Massachusetts, Buffalo, New York and Newark, New Jersey will be conducted by Brink's, Inc. (Del.).

The combined intrastate and exempt operations of Brink's, Inc. (Ill.) and U. S. Trucking operated from New York City will be conducted by U. S. Trucking.

It is most important for you to note that it is planned to reduce the number of armored trucks in the above four cities so that the total number employed in the unified operations in the New York City commercial zone, including Newark, New Jersey and in the Buffalo commercial zone will be reduced so that they will not exceed 50% of the total number of armored trucks operated in each of these zones by all armored car operators.

Some time prior to May 15, 1964, the number of armored trucks operated in the above zones, in addition to the Boston area, will not exceed 60% of the total number of armored cars then being operated in each such area. It was pointed out in this application that the transaction would result in a more economical and efficient operation and an improved service to the public. In addition, it would not adversely affect the interests of the full-time carrier employees involved.

April 8, 1960 is the deadline for filing objections to this application. To date, no objections have been filed by any protestants concerning this transaction.

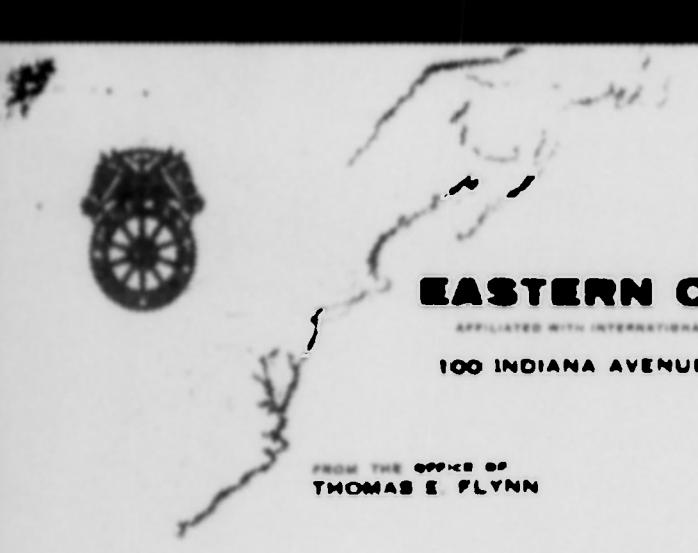
I will keep you advised of any further developments regarding this matter.

Fraternally yours,

Thomas E. Flynn  
Chairman

TEF:sh

cc: Richard Kavner  
W. F. Campbell



## EASTERN CONFERENCE OF TEAMSTERS

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

100 INDIANA AVENUE N.W. WASHINGTON 1, D.C.

NATIONAL S 1902

THOMAS S. FLYNN

CHAIRMAN

JOSEPH TBEROTOLA

SECRETARY

FROM THE OFFICE OF  
THOMAS S. FLYNN

March 31, 1960

Mr. James R. Hoffa, General President  
International Brotherhood of Teamsters  
25 Louisiana Avenue, N.W.  
Washington 1, D.C.

Re: Brink's, Inc. (Ill.)

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Mr. James R. Hoffa

- 2 -

March 31, 1960

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April 8, 1960 is the deadline for filing objections to this application. To date, no objections have been filed by any protestants concerning this transaction.

I will keep you advised of any further developments regarding this matter.

Fraternally yours,

TEF:sh  
cc: Richard Kavner  
W. F. Campbell

Thomas E. Flynn  
Chairman

*Thomas E. Flynn*



THE  
**SOUTHERN CONFERENCE OF TEAMSTERS**  
AFFILIATED WITH THE  
INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS • CHAUFFEURS • WAREHOUSEMEN & HELPERS  
OF AMERICA

OFFICE OF  
CHAIRMAN AND DIRECTOR  
1850 N. INDUSTRIAL BLVD.

PHONE RIVERSIDE 1-4763  
DALLAS, TEXAS

CONFERENCE  
Central  
Brinks Incorporated  
X

April 7, 1960

TO ALL LOCAL UNIONS AFFILIATED WITH THE SOUTHERN CONFERENCE

Dear Sir and Brother:

General president Hoffa has appointed Brother  
Fata Saffo as Co-ordinator in the activities of all our  
Local Unions in our International for agreements with  
Brinka, Inc.

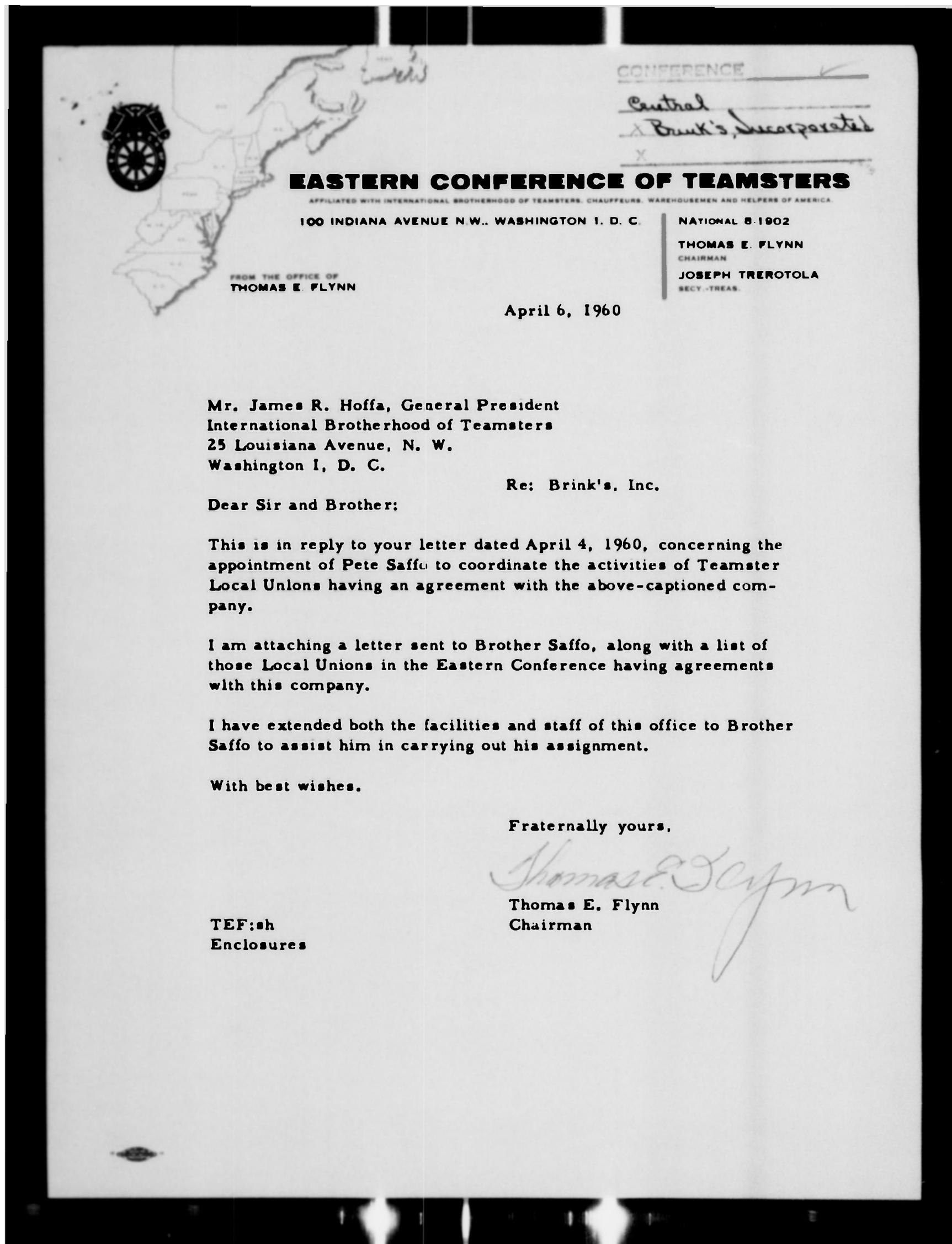
When you are contacted by Brother Saffo your  
co-operation will be expected and appreciated.

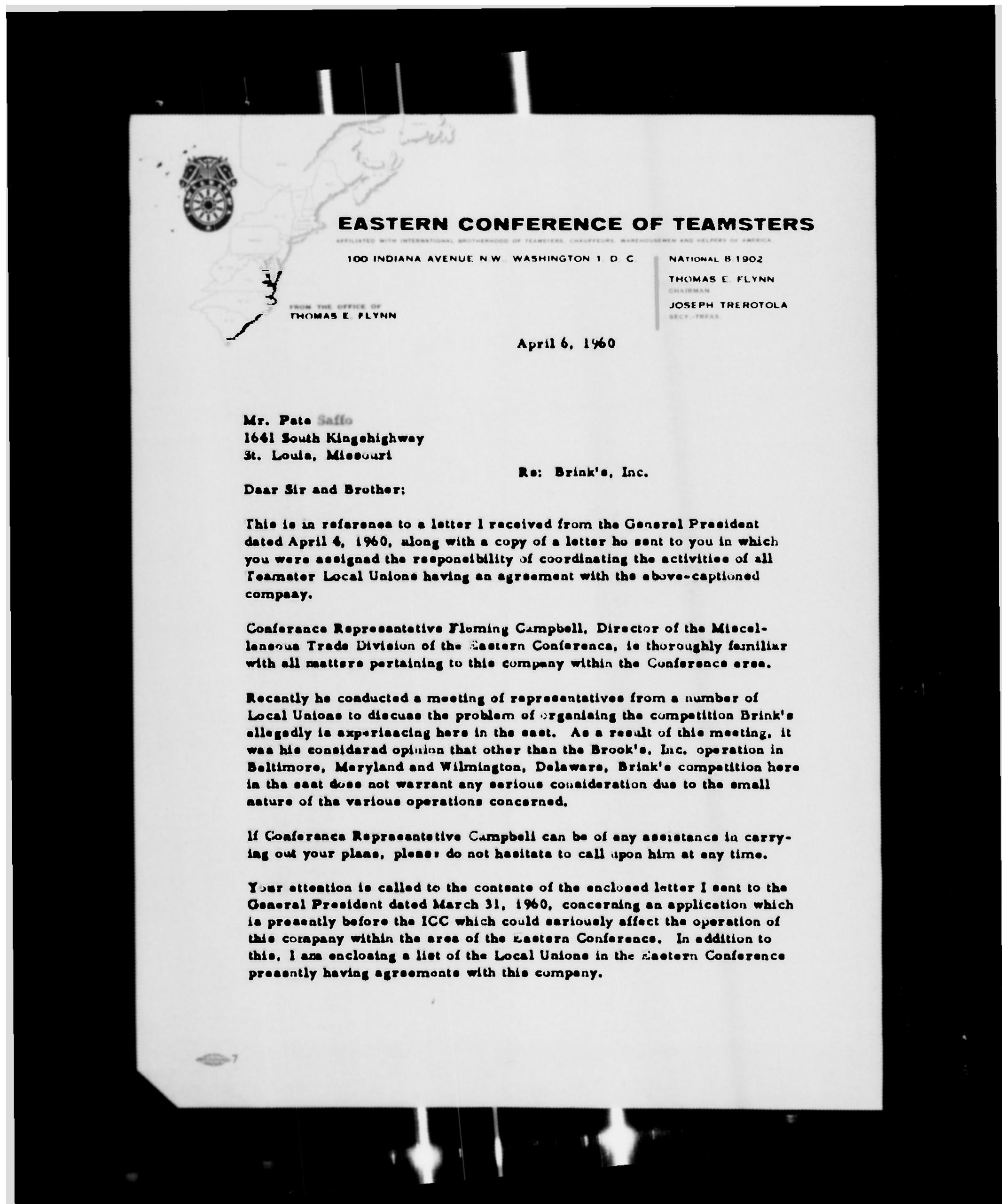
With best wishes, I remain

Fraternally yours,

*Murray W. Miller*  
Murray W. Miller  
Chairman

MWM:bb





Mr. Pate S. Ho

- 2 -

April 6, 1960

I would like to take this opportunity to extend to you the facilities and staff of this office for any assistance you may need in carrying out your assignment.

With best wishes,

Fraternally yours,

Thomas E. Flynn  
Chairman

TEF:sh  
Enclosures  
cc: Mr. J. R. Hoffa

**Prepared by**  
**Research Dept., E.C.T.**  
**April 6, 1960**

**LIST OF AGREEMENTS COVERING BRINKS, INC.**

<u>Local</u>	<u>Location</u>	<u>Effective Date</u>	<u>Expiration Date</u>
106	Montreal, Quebec, Canada	9/16/59	9/15/60
106	Quebec City, Canada	9/17/56	9/16/59
170	Worcester, Mass.	10/19/59	10/14/62
249	Pittsburgh, Pa. (Mechanics & Helpers)	5/14/58	5/12/59
249	Pittsburgh, Pa. (Drivers, Guards)	5/14/58	5/12/59
249	Pittsburgh, Pa. (Cashiers)	5/13/58	5/12/59
251	Providence, R.I.	8/8/55	8/3/58
294	Albany, N.Y.	2/1/60	2/4/62
355	Baltimore, Md.	11/3/58	11/6/60
404	Springfield, Mass.	11/4/57	11/1/59
443	New Haven, Conn. (Cashier)	11/4/57	11/1/59
443	New Haven, Conn. (Money Room Clerks)		2/5/56
449	Buffalo, N.Y.	3/1/58	3/6/60
470	Philadelphia, Pa.	6/11/58	6/11/61
592	Richmond, Va.	10/28/57	10/30/60
635	Pittsburgh, Pa.	5/14/58	5/12/59
639	Washington, D.C.	10/4/58	10/2/60
820	New York City (New York Armored Car Co's)	3/9/59	3/11/62
822	Norfolk, Va.	4/15/57	4/17/60

CONFIDENTIAL  
Central  
Brinks, Incorporated

April 4, 1960

Mr. Thomas E. Flynn  
Director, Eastern Conference of Teamsters  
100 Indiana Avenue, N. W.  
Washington, D. C.

Dear Tom:

Attached is a communication outlining an assignment  
I have just given to Pete Saffo in connection with Brinks, Inc.

This is being sent for your information and it is my wish that  
all necessary cooperation and assistance is given Brother Saffo  
in his activities on this assignment.

Fraternally yours,

James R. Hoffa  
General President

JRH/ja  
Enc.

April 4, 1960

Mr. Murray W. Miller, Director  
Southern Conference of Teamsters  
1330 N. Industrial Blvd., Suite 212  
Dallas 7, Texas

Dear Dusty:

Attached is a communication outlining an assignment  
I have just given to Pete Saffo in connection with  
Brinke, Inc.

This is being sent for your information and it is my  
wish that all necessary cooperation and assistance is  
given Brother Saffo in his activities on this assignment.

Fraternally yours,

James R. Hoffa  
General President

JRH/jo  
Enc.

April 4, 1960

Mr. Pete Saffo  
1641 South Kingshighway  
St. Louis, Missouri

Dear Pete:

This will assign to you the responsibility of coordinating the activities of all of our Local Unions currently holding contracts with Brinks, Inc. This assignment covers the Local Unions holding contracts with Brinks regardless of what Area Conferences these Local Unions are located in.

As you know, our relationship with this firm currently is troubled with a series of problems which I would like you to immediately get into and direct them in making necessary recommendations to the Local Unions and the Company for their solution.

I would suggest that at your earliest opportunity that you confer with International Representative Richard Kevner on this situation as he is intermittently active with the problems of this firm.

In your activities in connection with this assignment, please be sure to keep Thomas E. Flynn, Director of Eastern Conference and Murray W. Miller, Director of Southern Conference, informed of your activities, as you may have occasion to go into their respective Conference Areas.

Fraternally yours,

James R. Hoffa  
General President

JRH/ja

From the Desk of:  
JAMES E. HOWA

Date

Mr. Gibbons:

Write a letter to Pete Saffo -  
he is to take care of Brinks, Inc. and problems  
connected thereto for the 3 conference  
areas, with authority to go in and out of  
the three conferences.

Also write letter to Flynn and Miller  
explaining Saffo's authority.

Pete Should confer with Kavner to get the  
initial picture since he was in on this  
discussion with Tom Donahue of Brinks.

*file Central Corp*

*Pete Delta*

<u>ARMORED CAR COMPETITORS</u>		
<u>NORTHEASTERN REGION</u>		
<u>BRINK'S BRANCHES</u>	<u>LOCAL NUMBER</u>	<u>NAME &amp; ADDRESS OF COMPETITORS</u>
✓ New Haven, Connecticut	#1143	Connecticut Armored Car Service 157 Church Street New Haven, Connecticut
✓ " "	"	Berner Armored Car Service 259 Main Street New Britain, Connecticut
✓ " "	"	Mercer & Dunbar Armored Car Service 56 Hopkins Street Hartford, Connecticut
✓ " "	"	Federal Armored Car Service 1617 Fairfield Avenue Bridgeport, Connecticut
✓ Boston, Massachusetts	#25	Armored Banking Service 353 Chatnam Street Lynn, Massachusetts
✓ " "	"	South Shore Armored Car Company 95 Gardener Street Hingham, Massachusetts
✓ Springfield, Massachusetts	#1404	Springfield Armored Car Service, Inc. 1387 Main Street Springfield, Massachusetts
✓ Providence, Rhode Island	#251	Skelly Detective Service 215 Bank Street Fall River, Massachusetts
✓ " "	"	International Armored Service 17 Exchange Street Providence, Rhode Island (International is partly organized by 251 but with preferential rates)
<u>EASTERN REGION</u>		
✓ Baltimore, Maryland	#355	Brooks and Company 511 North Charles Street Baltimore, Maryland
✓ " "	"	Federal Armored Service National Marine Building Gay and Water Streets Baltimore, Maryland
✓ Philadelphia, Pennsylvania	#470	Arnhold's Armored Car Service, Inc. 3611 North 16th Street Philadelphia 40, Pennsylvania
✓ " "	"	Armored Motor Service Corp. 1320 New Willow Street Trenton, New Jersey
✓ Pittsburgh, Pennsylvania	#249	Cauley Detective Agency 6011 Rodman Street Pittsburgh, Pennsylvania
✓ Newark, New Jersey	#820	Armored Car Company, Inc. 335 Main Street Newark, New Jersey
<i>Miltonless Haggard</i>		

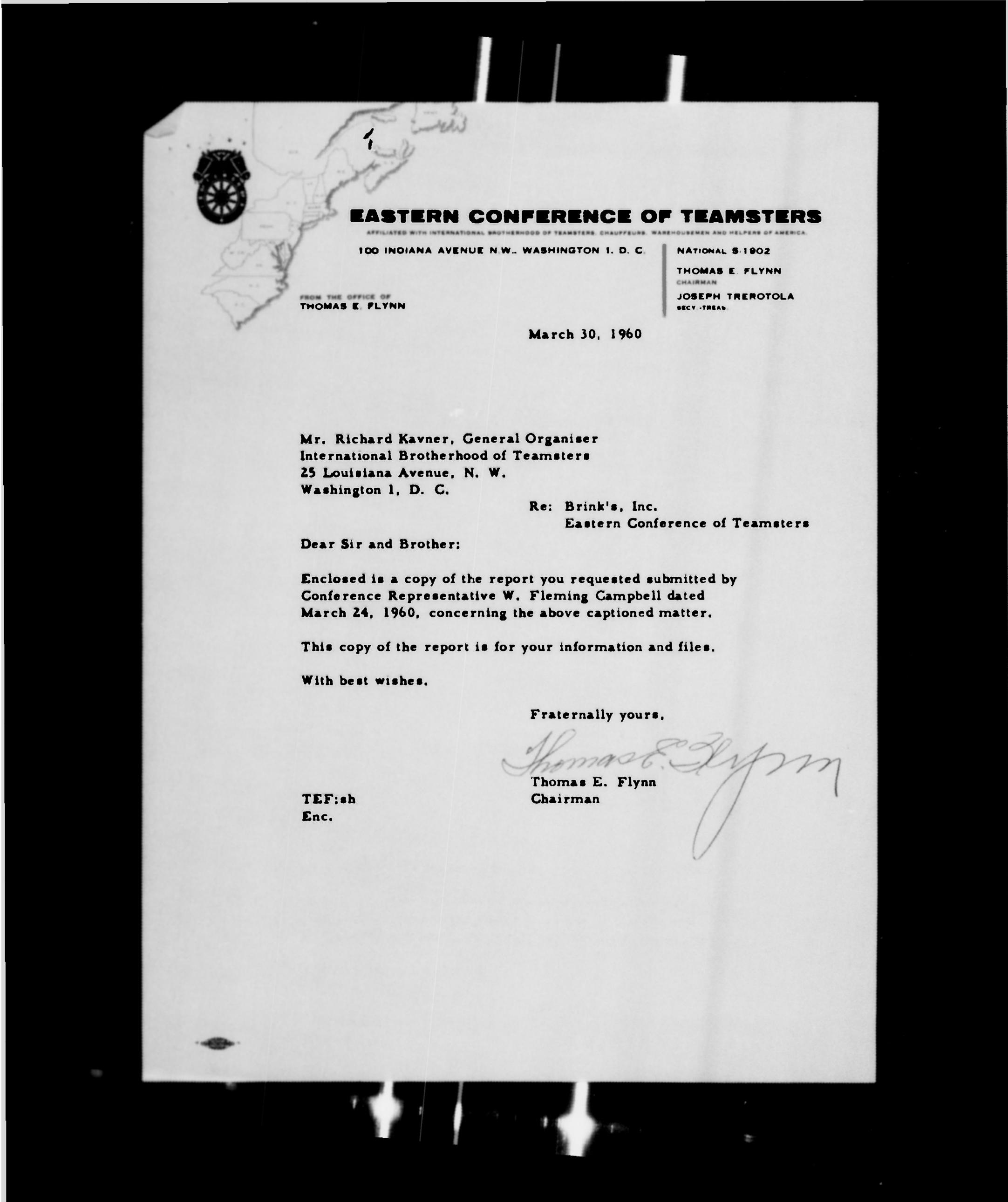
ARMORED CAR COMPETITORS

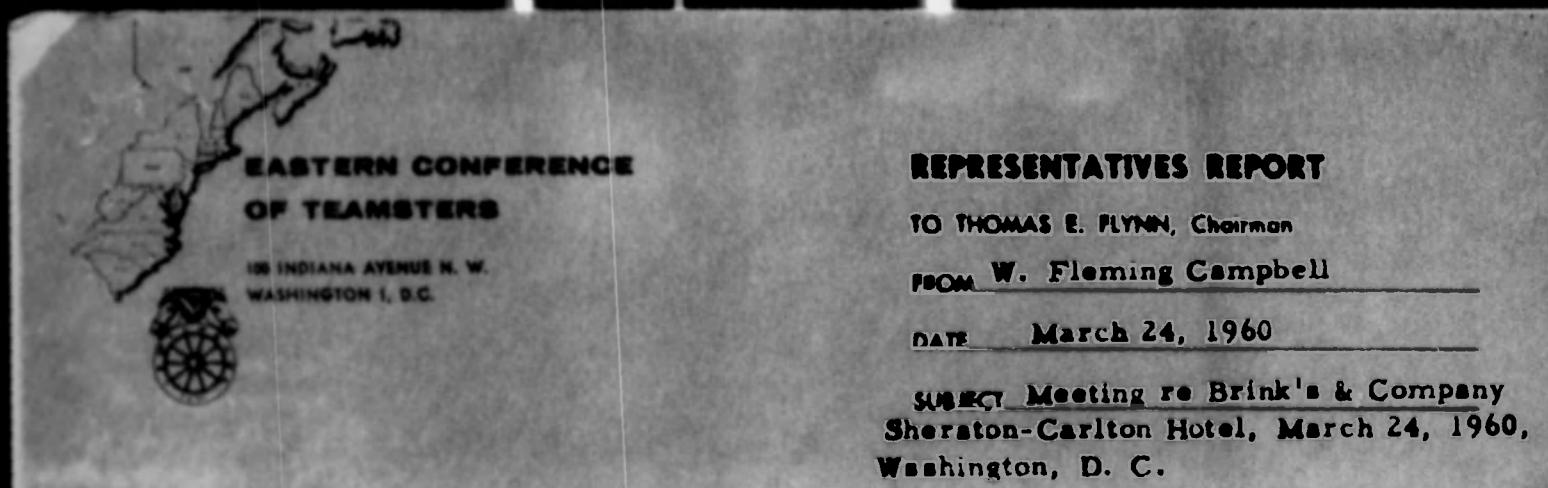
CENTRAL REGION

<u>BRANCHES</u>	<u>LOCAL NUMBER</u>	<u>NAME &amp; ADDRESS OF COMPETITORS</u>
✓ Chicago, Illinois	#725 Milwaukee 6-6296	Thillans Incorporated 2351 West Devon Street Chicago, Illinois
✓ Indianapolis, Indiana	#193 Bell 2-2438	Merchants Armored Car Service 101 South Pennsylvania Street Indianapolis, Indiana
✓ Wichita, Kansas	#795 Fort 3-2231	The Service Company 3331 Neely Wichita, Kansas

SOUTHERN REGION

✓ Atlanta, Georgia	#728 Wilson 2-2727	Armored Express of Atlanta, Inc. 11 Kimball Way Atlanta, Georgia
✓ Birmingham, Alabama	#612 " 5496	Armored Car Service, Inc. 514 North 18th Street Birmingham, Alabama (This Birmingham operation is a branch of the Armored Car Service, Inc. 2654 Poydras Street New Orleans, Louisiana)
✓ Houston, Texas	#968 Capital 2-2371	Houston Armored Car Co. (company) trial 11 Austin Hotel Houston, Texas and boat. N.L.R.B. Guy Marvin, Inc. 2022 West Bay Street Jacksonville, Florida
✓ Jacksonville, Florida	#613 Marvin 3-6478	Guy Marvin, Inc. 2022 West Bay Street Jacksonville, Florida Strike last July lost strike





The following Local Unions were requested to attend meeting of March 24th, concerning Brink's unorganized competition:

Local 443 - New Haven, Connecticut  
Local 25 - Boston, Mass.  
Local 404 - Springfield, Mass.  
Local 251 - Providence, Rhode Island  
Local 355 - Baltimore, Md.  
Local 470 - Philadelphia, Pa.  
Local 249 - Pittsburgh, Pa.  
Local 828 - New York, N.Y. (concerning an unorganized company in New Jersey)  
Local 107 - Philadelphia, Pa.

William McCarthy of Local 25, Boston, reported that Armored Banking Service of Lynn, Massachusetts comes under the jurisdiction of Local 42 and not Local 25. This company has about 6 employees. He further reported that South Shore Armored Company of Higham, Mass. comes under the jurisdiction of Local 653, Brockton. McCarthy reports that the most employees that the two companies combined would have, would be 9 or 10; mostly part-timers.

Local 404 did not attend the meeting, but notified the office that Springfield Armored Car Service is more or less a family operation and that they have been unable to organize this Company.

Local 355 of Baltimore reported that it is apparent that Brink's local manager is playing "patay" with Brooks and Company; that this has been reported to Tom Donohue on several occasions by Local 355, and also in the past by Campbell.

It appears to be obvious that there is a relationship between local management from Brink's and the Brooks operation.

This same feeling of a relationship between Brink's and Brooks also exists in the Wilmington area, according to officials in the Wilmington area, where Brink's has gone out of the business altogether, and Brooks is operating with twenty-seven (27) men, many of them part-timers.

T. E. Flynn

-2-

Local 243 of Philadelphia attended this meeting, and reported on Arnhold's Armored Car Service. This is a small operation using all part-time people, mostly firemen and policemen. They feel this company is not a real threat to the Brink's operation and that it is almost impossible to do anything with them, from an organizational standpoint.

Local 249 of Pittsburgh attended the meeting and both Tom Fagan and Mel Humphrey were present. They reported on the Cauley Detective Agency. It is a small operation using part-time employees, and the only account of recent date that was taken from Brink's and given to Cauley, was the hauling of liquor, which Brink's lost during the recent strike in Pittsburgh.

Local 443 of New Haven, Connecticut, did not appear for the meeting. However, Campbell has met with the Joint Council some time ago relative to organizing the unorganized competition of Brink's. Representatives of Local 443, at that time, took the position that they have attempted to cooperate with Brink's by trying to organize the competition, but because of the smallness of the operations and the fact that they all use part-time employees, including firemen and policemen, it has been almost an impossible situation. Campbell expects to be in Connecticut this week, and will again meet with Local 443 in an attempt to see what can be done in this direction, if anything.

Locals 251 and 820 did not attend the meeting. However, we hope to follow this up to see what can be done in that direction.

It is our opinion that the competition referred to by Brink's, other than the Brooks operations in Wilmington and Baltimore, is not a serious threat to Brink's in the East. However, we will continue our efforts to do what we can to organize any and all of Brink's competition, where possible.

WFC/pf

ADMINISTRATIVE FILE

*Armed Car Cos.*

X

X

*July -  
Armored Car Co.  
R -*

NON-UNION ARMORED CAR COMPETITORS

NEW ENGLAND REGION

Bridgeport, Conn.  
Federal Armored Car Service  
1617 Fair Field Avenue  
Bridgeport, Conn.

Samuel Press  
Fall River, Mass.  
Skelly Detective Service  
215 Bank Street  
Fall River, Mass.

John D. Connell  
Hartford, Conn.  
Mercer & Dunbar Armored Car  
Service  
56 Hopkins Street  
Hartford, Conn.

George Dunbar  
New Britain, Conn.  
Berner Armored Car Service,  
Inc.  
259 Main Street  
New Britain, Conn.

V. C. Berner  
New Haven, Conn.  
Connecticut Armored Car  
Service  
157 Church Street  
New Haven, Conn. 2-10

C. L. Smith  
Springfield, Mass.  
Springfield Armored Car  
Service, Inc.  
1387 Main Street  
Springfield, Mass.

Mrs. Agnes Sullivan  
EASTERN REGION  
Baltimore, Md.

Brooks and Co.  
511 No. Charles Street  
Baltimore 1, Md.

EASTERN REGION (con't.)

William F. Brooks  
Wilmington, Dela.  
Truman Smith  
Baltimore, Md.

Baltimore, Md.  
Federal Armored Service  
National Marine Bldg.  
Gay and Water Streets  
Baltimore, Md.

Dunbar

Philadelphia, Penn.  
Arnhold's Armored Car Service, Inc.  
3611 No. 16th Street  
Philadelphia 40, Penn.

Robert S. Bluett

Pittsburgh, Penn.  
Cauley Detective Agency  
6041 Rodman Street  
Pittsburgh, Penn.

Newark, N. J.  
Armored Car Co., Inc.  
335 Main Street  
Newark, N. J.

Rochester, N. Y.  
Doyle Armored Service, Inc.  
19 Cambridge Street  
Rochester, N. Y.

Arlie T. Doyle

Trenton, N. J.  
Armored Motor Service Corp.  
1320 New Willow Street  
Trenton, N. J.

Charles S. Allen  
Russell Parkerson

Wilmington, Delaware  
Brooks Armored Car Service, Inc.  
Delaware Trust Building  
Wilmington 1, Delaware

William F. Brooks

MID-WESTERN REGION

Green Bay, Wisconsin  
Walters Armored Car Service, Inc.  
425 North Clay Street  
Green Bay, Wisconsin

Memphis, Tenn.  
Armored Motor Service Co., Inc.  
248 Madison Avenue  
Memphis, Tenn.

William V. Walters

Julian B. Bondurant - Wells Fargo  
Armored Service Corp.  
65 Broadway, New York

Wichita, Kansas  
The Service Company  
3331 Neely  
Wichita, Kansas

New Orleans, La.  
Armored Car Service, Inc.  
2654 Poydras Street  
New Orleans, La.

SOUTHERN REGION

Atlanta, Georgia  
Armored Express of Atlanta, Inc.  
41 Kimball Way - S. W.  
Atlanta, Georgia

Tampa, Florida  
Rasdale Armored Car Service, Inc.  
1101 Jackson Street  
Tampa, Florida

Herbert X. Garges, Jr.

E. A. Rasdale

Birmingham, Alabama  
Armored Car Service, Inc.  
514 No. 18th Street  
Birmingham, Alabama

\*\*\*\*\*  
Providence, R. I.  
International Armored Service  
17 Exchange Street  
Providence, R. I. (This Company is  
organized under  
contract to  
Local 251 but  
with preferential  
rates & con-  
ditions)  
Austin J.  
Donnelly

Bruce Baird, New Orleans

Omaha, Nebraska  
Lew's System of Des Moines  
408 So. 18th Street  
Omaha, Nebraska

Fort Worth, Texas  
Armored Motor Service, Inc.  
1006 Commercial Standard Bldg.  
Fort Worth, Texas

Omaha, Nebraska (Also owns  
Samardick & Co. Houston Armored  
408 So. 18th Street Car Do.)  
Omaha, Nebraska

Houston, Texas  
Houston Armored Car Company  
311 Austin  
Houston, Texas

Robert P. Samardick

Robert Fidler, Partner  
Robert P. Samardick, Jr. Partner

Jacksonville, Florida  
Guy Marvin, Inc.  
1022 W. Bay Street  
Jacksonville, Florida

T. L. Bush

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Samuel Press

Fall River, Mass.  
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Fall River, Mass.

John D. Connell

Wartford, Conn.  
Fender & Dunbar Armored Car  
Service  
56 Hopkins Street  
Wartford, Conn.

George Dunbar

New Britain, Conn.  
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Inc.  
219 Main Street  
New Britain, Conn.

V. C. Berner

New Haven, Conn.  
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Wilmington, Dela.  
Truman Smith  
Baltimore, Md.

Baltimore, Md.  
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Bay and Water Streets  
Baltimore, Md.

Dunbar

Philadelphia, Penn.  
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Philadelphia 40, Penn.

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Cauley Detective Agency  
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Pittsburgh, Penn.

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Newark, N. J.

Rochester, N. Y.  
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Rochester, N. Y.

Archie T. Doyle

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Armored Motor Service Corp.  
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Delaware Trust Building  
Wilmington 1, Delaware

William F. Brooks

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Wichita, Kansas

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Armored Motor Service Co., Inc.  
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Memphis, Tenn.  
Julian R. Bondurant - Wells Fargo  
Armored Service Corp.  
65 Broadway, New York

New Orleans, La.  
Armored Car Service, Inc.  
2654 Poydras Street  
New Orleans, La.

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E. A. Kasdale

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